



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting

March 04, 2024 | 7:00 PM

Council Chambers | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL – Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Smith, Staudt, Thomas

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

[I-96](#) Flex Route - Brian Travis of the Michigan Department of Transportation (MDOT)

REPORTS

1. Manager/Staff
2. Attorney

AUDIENCE COMMENT – In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit. This is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council. Speakers wishing to display visual materials through the City's audiovisual system must provide the materials to the City Clerk's Office no later than 12:00 P.M. the day of the meeting. The materials cannot be changed before the meeting.

CONSENT AGENDA REMOVALS AND APPROVALS – All items listed under Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the normal Agenda.

MATTERS FOR COUNCIL ACTION

- [1.](#) Consideration of approval to award a unit price contract to Scodeller Construction, Inc., the sole bidder, for a Concrete Joint Repair Program, in an estimated annual amount of \$400,000, for a term of one year with three one-year renewal options.
- [2.](#) Appointments to Boards and Commissions

3. Approval of Traffic Control Orders 24-01 through 24-04 for No Parking signs restricting parking on both sides of Wainwright Street, Linhart Street, Martin Avenue, and Paramount Street.

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION – Consent Agenda items which have been removed for discussion and/or action.

AUDIENCE COMMENT – In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit. This is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council. Speakers wishing to display visual materials through the City's audiovisual system must provide the materials to the City Clerk's Office no later than 12:00 P.M. the day of the meeting. The materials cannot be changed before the meeting.

COMMITTEE REPORTS

1. Capital Improvement Program (CIP) Committee
2. Older Adult Needs Committee
3. Rules Committee

MAYOR AND COUNCIL ISSUES

COMMUNICATIONS

CONSENT AGENDA – Background information for Consent Agenda items is available for review at the City Clerk's Office.

- A. Approve Minutes of:
February 12, 2024 - Regular Meeting
- B. Approval of the final payment to Fonson Company, Inc. for the Lakeshore Park Pedestrian Tunnel Replacement project, in the amount of \$30,134.74, plus interest earned on retainage.
- C. Consideration of approval to award engineering services to OHM Advisors for the preparation of Novi Ice Arena HVAC Replacement Project, in the amount of \$44,000.
- D. Approval to award engineering design services to AECOM for the design of 13 Mile Road Rehabilitation from Meadowbrook Rd to M-5, in the amount of \$53,853.92
- E. Approval to purchase a 2024 Intimidator 15XP wood chipper from Bandit Industries, Inc. through the MIDeal Contract, in the amount of \$55,810 and a 2024 14' Poynette Chipper Body from Truck and Trailer Specialties, Inc. through the Rochester Hills RFP, in the amount of \$17,705.
- F. Approval of the final payment to Springline Excavating, LLC. for the 12 Mile Paving (Medina to City Limits) project, in the amount of \$98,799.28, plus interest earned on retainage.

- G. Approval of participating in the Opioid Litigation settlements with McKinsey & Company, Approving the Bankruptcy organization of opioid manufacturer Endo International plc, and authorizing acceptance of additional opioid settlements and plans.
- H. Enter Executive Session immediately following the regular meeting of March 4, 2024, for purpose of discussing City Assessor performance evaluations and confidential communications from the City's legal counsel.
- I. Approval of claims and warrants – Warrant 1151

ADJOURNMENT

SCHEDULED MEETINGS – All Regular Council meetings are held in the Council Chambers unless otherwise noted. For a complete listing of scheduled meetings, please visit the Event Calendar at cityofnovi.org.

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk (248) 347-0456 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



I-96 - Kent Lake Road to I-275

BRIAN TRAVIS – CONSTRUCTION ENGINEER - MDOT

2024 PROPOSED WORK

- **End of March to late Fall 2024**
- **12 miles of total reconstruction of WB I-96 pavement and ramps**
- **At end of 2024, Flex Lanes will be operational**



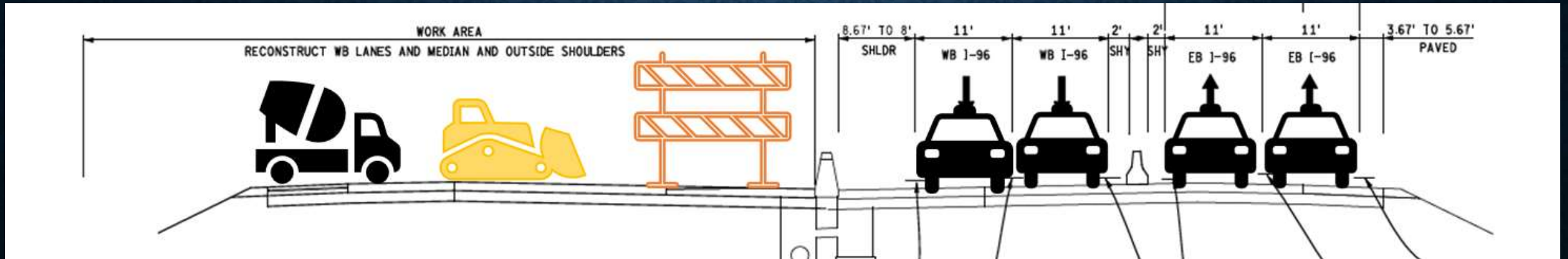
FlexRoute
MICHIGAN DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT



TRAFFIC

- 2 lanes each direction on EB side – Kent Lake to I-275
- Variable width shoulders
- Access for First Responders



RAMPS

LOCATION	WB RAMP	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	DETOUR
Kent Lake	EXIT									Kensington
Kent Lake	ENTRANCE									
Milford	EXIT (NB)									Use either Kent Lake or Wixom
Milford	EXIT (SB)									Use either Kent Lake or Wixom
Milford	ENTRANCE									Grand River to Kent Lake to WB I-96
Wixom	EXIT									SB Beck to WB Grand River to Wixom
Wixom	ENTRANCE									Grand River to Beck to WB I-96
Beck	EXIT									Wixom to Grand River to Beck
Beck	ENTRANCE									Grand River to Wixom
Novi	EXIT									M-5 to 12 Mile to Novi
Novi	ENTRANCE									Grand River to Beck or Wixom
Novi	ENTRANCE									Grand River to Beck or Wixom
SB M-5 Ramp to WB I-96										SB M-5 to Grand River to NB M-5 to WB I-96

* Novi exit **OPEN** to NB I-275, **CLOSED** to WB I-696 and NB M-5 traffic all summer

* Beck Rd to EB I-96 **CLOSED** mid April until late Fall

Contractor Work Hours

- 6AM – 6PM (Typical)

Night Work

- None proposed

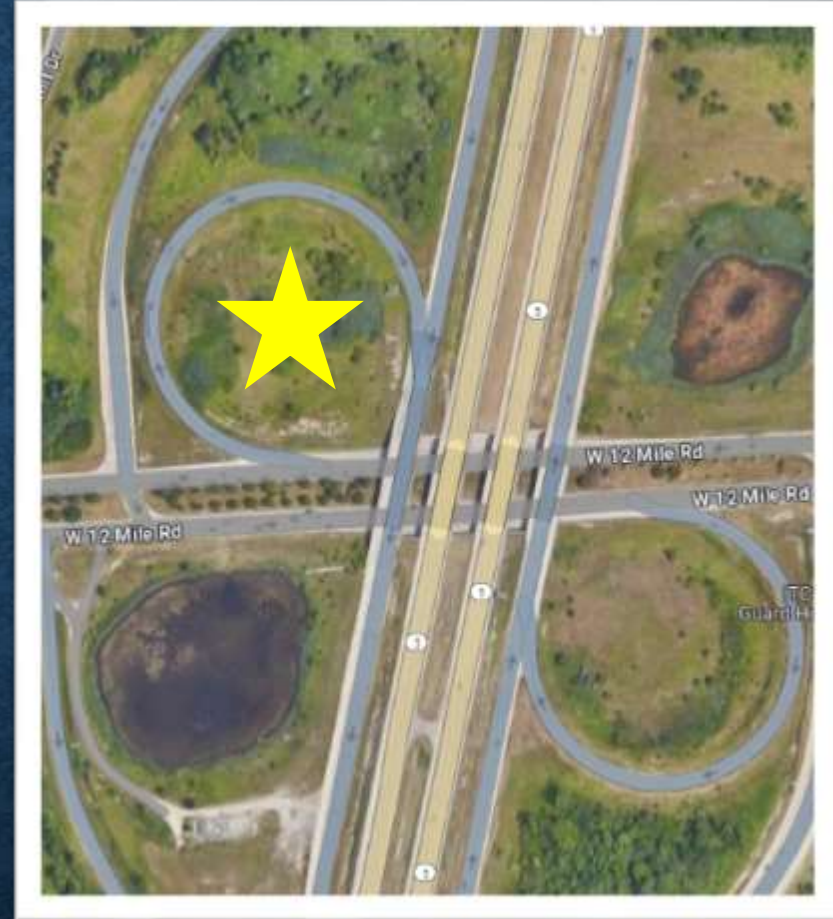
Work Outside of 7AM – 7PM

- Daily startup 6 AM (trucks mobilizing, test loads at concrete batch plant)
- Pavement breaking/removal – 6AM - 7AM
- Concrete relief cut sawing – After 7PM
- As-needed concrete paving if daytime temps too hot – After 7PM

CONCRETE PLANTS



BECK RD



M-5/12 Mile



FlexRoute
MICHIGAN DEPARTMENT OF TRANSPORTATION

- PROJECT PHONE NUMBER – 248-930-1777
- PROJECT WEBSITE WWW.DRIVINGOAKLAND.COM
- LANE CLOSURES - MICHIGAN.GOV/DRIVE
- TWITTER - @MDOT_METRODET
- PROJECT EMAIL - MDOT-I96FLEXROUTE@MICHIGAN.GOV



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Consideration of approval to award a unit price contract to Scodeller Construction, Inc., the sole bidder, for a Concrete Joint Repair Program, in an estimated annual amount of \$400,000, for a term of one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$400,000 (estimated annually)
AMOUNT BUDGETED	\$100,000 Major Street Fund <u>\$300,000 Local Street Fund</u> \$400,000 TOTAL
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	202-449.20-866.027 Major Street Fund 203-449.30-866.027 Local Street Fund

BACKGROUND INFORMATION:

The concrete joint repair program removes loose debris from wide deteriorated concrete joints and fills the voids with a rubberized polymer (*TechCrete* or *Mastic*). The mastic is designed to flex with seasonal freeze-thaw cycles, limiting water intrusion which could further damage the joint. Additional benefits to this repair include its ability to dry within a few hours and the application color of both grey and black, providing a quick and more aesthetically pleasing fix on neighborhood streets.

This preventative maintenance technique is utilized to preserve good roads using lower-cost rehabilitation techniques rather than allowing the roads to deteriorate to a point that requires road reconstruction at a significantly higher cost. This program augments a robust joint and crack seal program that addresses smaller cracks in newer pavement.

One bid was received and opened on February 16, 2024, following a public bid solicitation period on the Michigan Inter-Governmental Trade Network (MITN) website. The attached bid tabulation lists the unit prices received from the sole bidder. Scodeller Construction's bid is recommended as being in the best interest of the City as it is responsive and has complied with all requirements of the bidding instructions.

This material has been successfully applied in neighborhoods such as Dunbarton Pines, Wintergreen Circle, and Walden Woods, as well as on major roads such as Bashian Dr, Hudson Dr, and Regency Dr.

RECOMMENDED ACTION: Approval to award a unit price contract to Scodeller Construction, Inc., the sole bidder, for a Concrete Joint Repair Program, in an estimated annual amount of \$400,000, for a term of one year with three one-year renewal options.

CITY OF NOVI
CONCRETE JOINT REPAIR PROGRAM
Bid Tab
2/16/24

		COMPANY		Scodeller Construcion	
		EST QTY	Pay Unit	Unit Price	Total
No. 1	TechCrete-Saw Cut Removal	25,000	per lbs	\$5.14	\$128,500
No. 2	TechCrete-Scarfig Removal	25,000	per lbs	\$4.64	\$116,000
No. 3	Mastic-Saw Cut Removal	15,000	per lbs	\$5.77	\$86,550
No. 4	Mastic-Scarfig Removal	15,000	per lbs	\$4.47	\$67,050
No. 5	HMA	As Needed	Per Ton	\$2,700.00	\$25.00
No. 7	Traffic Control	5	Per day	\$300.00	\$1,500
TOTAL					\$399,600
Q & E				X	
Addendum #1				X	



**NOTICE - CITY OF NOVI
INVITATION TO BID**

CONCRETE JOINT REPAIR PROGRAM

The City of Novi will receive sealed bids for **Concrete Joint Repair Program** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **February 16, 2024**, at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE**
45175 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "CONCRETE JOINT REPAIR PROGRAM BID" AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Tracey Marzonie
Purchasing Manager

Notice Dated: February 5, 2024

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
CONCRETE JOINT REPAIR PROGRAM
INSTRUCTIONS TO BIDDERS

This bid is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

Bid Issue Date	February 5, 2024
Last Date for Questions	Friday, February 9, 2024 by 12:00 P.M. Please submit all questions via email to: Tracey Marzonie, Finance Department tmarzonie@cityofnovi.org
Response Due Date	Friday, February 16, 2024 by 2:00 P.M.

QUESTIONS

Please email all questions to the staff member listed above. Please type the name of the bid in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

BID SUBMITTALS

Provide **three (3)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **two (2)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Any samples, CDs, DVDs, or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR BID OR IN ANY OTHER MANNER IS PROHIBITED.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal," any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

GENERAL CONDITIONS**INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured shall be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPTION

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid pricing is to be quoted as F.O. B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Contractor will email invoices to the designated City representatives only after the work has been completed. Invoices will be reviewed for accuracy before being submitted to Finance for payment.

PAYMENT

By submitting a bid, contractor understands that the City will make the effort to make payment within 30 days, but cannot guarantee payments within 30 days. All payments must be approved by City Council, which generally holds meetings on the first & third Monday of each month. However, there are occasions when they hold meeting on different days or may go 3 weeks between meetings.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point-by-point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with MIOSHA "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity.
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and

(b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI
CONCRETE JOINT REPAIR PROGRAM
SPECIFICATIONS

BACKGROUND

The City of Novi Department of Public Works is requesting bids to perform concrete joint repairs on concrete roads throughout the city. The successful bidder shall have significant experience with similar joint repair projects.

TYPE OF CONTRACT

If a contract is executed, as a result of the bid, it stipulates a fixed unit price for products/ services. The initial contract period will begin on the date of Council award and ends one (1) year from last signature date. *Upon mutual consent of the City of Novi and the successful contractor*, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original contract.

SCOPE

A brief scope of the project includes the following items:

1. Sealing joints with the following materials: TechCrete hot-poured rubber, Mastic hot-poured rubber, and/or Hot Mix Asphalt (HMA).
2. The accepted bids shall encompass all labor, equipment, and materials required to complete the scope. All work shall comply with the City of Novi Code of Ordinances.

SPECIFICATIONS

1. Repairing joints with TechCrete and/or Mastic:

- A. Remove the defective pavement. This may include either saw cutting or scarfing the joints. This will be determined by the DPW Director or their designee.
- B. Clean cracks in existing HMA pavement or concrete and remove existing damaged or deteriorating sealant, loose dirt, vegetation, and foreign material. Also, make sure the area is dry and free of moisture. Furnish and use a compressed air system that produces a continuous, high-volume, high pressure stream of clean dry air that can produce a minimum of 100 psi and continuous 150 cfm air flow.
- C. Immediately prime the entire area, including sides and bottom surfaces with an acrylic emulsion primer for concrete. The primer can be applied by either brush or sprayer. Primer must be dried before applying any repair material.

- D. Provide a melter applicator consisting of a boiler kettle. Place a mechanical full-sweep agitator in the kettle to provide continuous blending. Equip the unit with thermometers to monitor the material temperature and heating oil temperature. Provided thermostatic controls that allow the operator to regulate material temperature up to 425 degrees F. Application temperature should range between 375 and 400 degrees F.
- E. Apply the material either directly from kettle, buckets, or transfer cart. For larger cracks, you must use a two-layer process. Immediately following application to the pavement surface, the material shall be leveled and smoothed to be level with the pavement surface.
 - 1. Place material when the pavement temperature is 40 deg F or greater.
 - 2. Do not place material if moisture is present in the crack.
- F. Apply surfacing aggregate to the top layer of the repair after it has cooled.
- G. The completed work as measured for *TechCrete* or *Mastic Fill* will be paid for at the contract unit price for the following contract item (pay item):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
TechCrete	Pound

- H. The contract unit price shall be payment in full for all labor, materials, and equipment necessary to repair joints in the HMA pavement and concrete.

2. Repairing joints with Hot Mix Asphalt (HMA)

- A. Remove the loose or defective pavement. This may include either saw cutting or scarfing the joints. This will be determined by the DPW Director or their designee.
- B. Clean cracks in existing HMA pavement or concrete and remove existing damaged or deteriorating sealant, loose dirt, vegetation, and foreign material. Also, make sure the area is dry and free of moisture. Furnish and use a compressed air system that produces a continuous, high-volume, high pressure stream of clean dry air that can produce a minimum of 100 psi and continuous 150 cfm air flow.
- C. A mechanical street sweeper shall be on site to clean the section of street that is being prepped for repairs. The section of street shall also be cleaned at the conclusion of the repairs. This final cleaning may be done the following day.
- D. Immediately tack coat the entire area, including sides and bottom surfaces with a Bitumen Emulsion RS-2K / CRS-1 containing minimum 60% Bitumen. The primer can be applied by either brush or sprayer. The tack coat must be given time to cure and become tacky.
- E. Upon arrival at the jobsite, the HMA temperature shall be between 275 and 300 degrees Fahrenheit and shall remain at that temperature until application.

F. Apply the HMA by shoveling aggregate from vehicle. For larger cracks, you must use a two-layer process.

1. Place material when the pavement temperature is 40 deg F or greater.
2. Do not place material if moisture is present in the crack.

G. Compaction shall be performed using a steel drum roller equipped with water spray bars. The finished joint repair shall be equal to, or greater than the surrounding pavement; not to exceed 0.2 inches. 0.1 to 0.2 inches above the surrounding pavement.

The completed work as measured for *Repairing Joints with HMA* shall be paid for at the contract unit prices for the following contract items (pay items):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Repairing Joints with HMA	Per Ton

3. Traffic Maintenance and Control:

During the progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic.

- A. Traffic control is required for joint repair operations on all major roads as directed by the City.
- B. The completed work as measured for Traffic Maintenance and Control will be paid for at the contract unit price for the following contract item (pay item):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Maintenance and Control	Day

- C. Traffic control will be measured on a per day basis, of actual work performed requiring traffic control, as directed by the City.

4. FINAL CLEANUP / SWEEPING

- A. The work shall not be considered complete, and payment not made, until the area has been restored to a neat, orderly appearance acceptable to the DPW Director or their designee. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation, must be thoroughly removed from the site.
- B. Any other material removed from the joint/crack/hole shall be disposed of by the Contractor in a manner approved by the DPW Director or their designee and shall be considered incidental to the work. Loose aggregate dislodged by traffic after the final acceptance by the City shall be swept by the City.

CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall understand that scheduling of work with the Department of Public Works constitutes a vital condition of the contract agreement as it is the primary goal of the City to ensure that all City streets scheduled for joint repairs be done in such a manner so as to minimize both inconvenience to the public and disruption of the normal flow of traffic.
- B. Scheduling work shall be dictated by the Department of Public Works, and no work shall begin until approved by the DPW Director, or their designee.
- C. The Contractor shall provide and maintain in full operation and at all times during the tenure of this contract a sufficient crew of laborers, equipment operators, tools, materials, and reliable equipment necessary for the performance of this service. All equipment used in the performance of the contract shall be equipped with strobe lights, flashers, and all other appropriate cautionary and safety systems in compliance with all City, State, and Federal laws and regulations. The Contractor shall be staffed with properly trained and equipped personnel, including "flag persons", where and when such personnel are necessary to ensure the safety of the Contractor's staff and equipment as well as the safety of the motoring public.
- D. Prior to application of materials, it shall be the Contractor's responsibility that the pavement surfaces are clean, dry, and free of all foreign and organic materials.
- E. The City of Novi reserves the right to inspect the Bidder's equipment before making an award of the bid.
- F. The Contractor shall be responsible for the appearance, conduct, discipline, and supervision of all their employees involved in the service.
- G. All machines and equipment used by the Contractor in the performance of this service shall be of uniform appearance with company name and logo and shall be maintained in a reasonably neat, clean, and safe operating condition.
- H. The Contractor shall report to the designated City representative on a daily basis by e-mail by 9:00 am with a completed work summary of the previous day and its schedule for the present day. City staff will inspect all locations that were completed as indicated in email to confirm the work has been done.
- I. The Contractor is responsible for maintaining traffic at all times. Repairs are to be done in such a manner so as to minimize inconvenience to the public and disruption of the normal flow of traffic. Main road intersections shall not be repaired before 9:00 a.m. or after 3:00 p.m., Monday - Friday. The Contractor may perform the contracted work during evening/overnight hours with the consent of the City. All safety equipment (signs, cones, etc.) shall be removed from the work zone at the end of shift.

J. Adequate precautions are to be taken for the safety of the public as well as property. City staff will be the final authority in the determination of whether Contractor has used "adequate precautions".

RESPONSE TIMES

Timely communication between City representative and contractor is very important. Contractor will respond to phone calls or emails from City representative within 48 hours, Monday – Friday during business hours of 7:30 a.m. – 4:00 p.m.

Contractor will begin the requested work within thirty (30) days of a verbal and/or written (emailed) request for such services from the authorized City representative.



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be

required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453)

and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONCRETE JOINT REPAIR PROGRAM

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 Ten Mile, Novi, Michigan 48375 "City", and _____, whose address is _____, "Contractor."

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the Bid Specifications, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment, performance, and maintenance bonds as required, in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within 30 days of the Effective Date of this Contract. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A after satisfactory completion of the work and receipt of an invoice for the completed work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full. The City will attempt, but cannot guarantee, payment within 30 days due to the fact that all payments must be approved by City Council at Council meetings. By signing this contract, contractor accepts these conditions.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by

SAMPLE AGREEMENT

reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county, and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Victor Cardenas, City Manager and Cortney Hanson, City Clerk

Contractor:

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

SAMPLE AGREEMENT

Contract Termination. The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:



**CITY OF NOVI
REVISED BID FORM**

CONCRETE JOINT REPAIR PROGRAM

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof:

No.	Description	Unit	Unit Price
1	Saw cut removal – TechCrete	Per LB	\$ <u>5.14</u>
2	Scarfig removal – TechCrete	Per LB	\$ <u>4.64</u>
3	Saw cut removal – Mastic	Per LB	\$ <u>5.77</u>
4	Scarfig removal – Mastic	Per LB	\$ <u>4.47</u>
5	HMA	Per Ton	\$ <u>2,700.⁰⁰</u>
6	Traffic Control	Per Day	\$ <u>300.⁰⁰</u>

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):

No Exceptions

COMMENTS: N/A

We acknowledge receipt of the following Addenda: No. 1
(Please indicate numbers)

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID SUBMITTED BY:

Company (Legal Registration) Scodeller Construction, Inc

Address 51722 Grand River Ave

City Wixom State MI Zip 48393

Telephone 248-374-1102 Fax 248-374-1109

Representative's Name (please print) Jeff Lippert

Representative's Title Division Manager

Representative's Signature 

E-mail Jeff@scodeller.com

Date 02/14/2024



CITY OF NOVI
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal.

Name of Firm Scodeller Construction, Inc
Address 51722 Grand River Ave
City, State Zip Wixom, MI, 48393
Telephone (248) 374-1102 Fax (248) 374-1109
Mobile (248) 787-1461
Agent's Name (please print) Jeff Lippert
Agent's Title Division Manager
Email Address Jeff@scodeller.com
Website N/A

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established 1985 Years in business 38 Years
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No X Yes _____ Reason: _____
4. Under what other or former names has your organization operated?
N/A
5. How many full-time employees? 20 Part-time? 100
6. Are you able to provide insurance coverage as required by this bid? Yes
7. 24/7 Emergency Telephone Number (248) 787-1461
8. Provide your procedure for handling night & weekend calls.
Project managers and foreman are available via mobile phone 24/7
9. List the scope of services (type of work) you are able to perform.
Joint/crack sealing, spall repair

10. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.

MDOT Contractor No. 03564

11. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part-time, on-call availability, qualifications, and experience.

See attached resumes

12. List equipment, tools, and all other resources available to your firm to perform work outlined in this contract.

See attached equipment list

13. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, and value of contract.

Current contract list will be provided upon request if Scodeller Construction is low bidder.

14. Has this company had a contract canceled either due to default or failure to perform the work? No If yes, please describe: _____

15. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company See attached references

Address _____

Phone _____ Contact name _____

Describe the work _____

Company _____

Address _____

Phone _____ Contact name _____

Describe the work _____

Company _____

Address _____

Phone _____ Contact name _____

Describe the work _____

16. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No X Yes _____

17. Provide any additional information you would like to include which may not be included within this Questionnaire. Please attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative 

Representative's Name (please print) Jeff Lippert

Date 02/07/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure LLC dba Lyman & Sheets Insurance Agency 2213 E. Grand River Ave. Lansing, MI 48912	1-517-482-2211	CONTACT NAME Kathy Satterlee PHONE (A/C, No, Ext) 517-319-5129 FAX (A/C, No): E-MAIL ADDRESS: kathys@lymansheets.com	INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: CINCINNATI INS CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24147 10677
INSURED Scodeller Construction, Inc. 51722 Grand River Wixom, MI 48393				

COVERAGES

CERTIFICATE NUMBER: 70528763

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU/Contractual Liab ☒ Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X	X	MWZY 312353	03/01/23	03/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	MWTB 312352	03/01/23	03/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ none	X	X	EXS 0011266	03/01/23	03/01/24	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 312354	03/01/23	03/01/24	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation status apply when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Novi 45175b West Ten Mile Road Novi, MI 48375-3024 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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51722 Grand River Ave
Wixom, MI 48393

Phone (248) 374-1102
Fax (248) 374-1109

Peter D. Scodeller

Employment

10/85 - Present

Scodeller Construction, Inc.

Wixom, MI

+

6/84 - 9/85

Teer Corporation

Foreman

- Responsible for day-to-day operations of the Joint Sealing and Concrete crews.

7/80 - 1/84

Kegle Construction

Lansing, MI

Foreman

- Responsible for day-to-day operations of the Joint Sealing and Concrete crews.

Education

Catholic Central High School, Lansing MI

- General Studies Diploma

Lansing Community College, Lansing, MI

- Labor Relations

Michigan State University, Lansing, MI

- Motor Performance Study

Professional Memberships

MITA-Michigan Infrastructure & Transportation Association
Michigan Road Preservation Association
Ohio Pavement Preservation Association

51722 Grand River Ave
Wixom, MI 48393

Phone (248) 374-1102
Fax (248) 374-1109

Eamonn Dwyer

Employment	2006 - Present	Scodeller Construction	Wixom, MI
	Vice President		
	+		
	- Contract compilation and maintenance for federal, municipal and private procurement. - Implementation and maintenance of job costs, material and equipment acquisition. - Bidding and scheduling of work. - Sales representations.		
	2005-2006	Aggregate Industries, Central Region	
	Vice President and General Manager-Aggregate Division		Kalamazoo, MI
	Complete responsibility for construction aggregate product line, including production and sales for six stationary wash plants, four portable plants and one hard rock quarry in Michigan and Indiana.		
	2004-2005	Mason Asphalt and Construction	Lansing, MI
	Division Manager		
	Managed asphalt plant, paving crew, and general excavating business in central Michigan.		
	1996-2004	Thompson McCully Company	Clarkston, MI
	Division Manager-Clarkston		
	Directed production of a 600,000 ton per annum asphalt plant, and all contracting activity in Northern Detroit market. Managed a team of estimators, project managers, and superintendents to consistently return above average profits.		
	1991-1996		
	Project Manager-Rawsonville		Rawsonville, MI
	Bid, negotiated, managed, and collected payment on multi million dollar highway, commercial, and residential construction projects in the public and private sectors.		
	1986 - 1991	Fairclough Civil Engineering	United Kingdom
	Field Engineer		
	Designed and supervised construction of major civil engineering projects, including multi span bridges, highways, offshore structures, power stations, retaining walls and deep foundations.		
Education	City University, London, England Bachelor of Science, Civil Engineering		
Professional Memberships	The Institution of Civil Engineers, Member		

51722 Grand River Ave
Wixom, MI 48393

Phone (248) 374-1102
Fax (248) 374-1109

Brian Poyle

Employment

6/98 - Present

Scodeller Construction, Inc.

Wixom, MI

+

- Responsible for day-to-day operations of the Joint Sealing crews.
Which includes cleaning, sealing and resealing of joint and cracks on private, municipal and federal roadways and airports.

2/92 - 6/98

Scodeller Construction, Inc.

South Lyon, MI

Unskilled Laborer

- Crack and Joint Sealing

Other

CDL Class A with Hazardous Material Endorsement

Work site Traffic Supervisor Certification

CPR

First Aid

JEFF LIPPERT

248-787-1461

Jeff@scodeller.com

EXPERIENCE

APRIL 2020 – PRESENT

DIVISION MANAGER, SCODELLER CONSTRUCTION (WIXOM, MI)

Manage day to day operations of the concrete/asphalt joint & crack sealing division. Bid private and public jobs on the local, state, and federal level. Manage schedule for multiple crews throughout Michigan. Monitor and manage job cost. Manage equipment, material, and personnel acquisition.

DECEMBER 2019 – APRIL 2020

VEHICLE GATE/GRADING MANAGER, KIEWIT (MCALLEN, TX)

Project: U.S. Border Fence

Project Value – (\$400 Million)

Project Start date is approximately May 1st

Responsible for processing quantity take-offs for all dirt work, tracking cost and quantities, and creating workplans for the crews.

APRIL 2019 – DECEMBER 2019

CONCRETE FOUNDATION ENGINEER, KIEWIT (CORPUS CHRISTI, TX)

Project: ExxonMobil Chemicals Plant

Project Value – (\$1 Billion)

Accomplishment – Learned a new discipline and how auger cast drills operate.

Responsible for providing daily cost information, updating, and progressing operation schedule, facilitating a No Body Gets Hurt mentality, monitoring pile testing, procuring all STS for crew, verifying Gamperl & Hatlapa drill logs and creating workplans.

JULY 2018 – APRIL 2019

ESTIMATOR, KIEWIT (DALLAS-FORT WORTH, TX)

Project: I-635 LBJ Express Way

Project Value – (\$3.5 Billion)

Accomplishment – Helped to complete the entire paving strip map for 13 miles of highway.

Responsible for quantity take-offs for all concrete paving, create strip maps in MicroStation to help schedule the job and to show how it was going to be built.

MARCH 2017 – JULY 2018

SUBCONTRACTOR MANAGER, KIEWIT (DALLAS-FORT WORTH, TX)

Project: DFW Connector/Stone Myers Pkwy

Project Value – (\$60 Million)

Accomplishment – Oversaw the completion of three subcontractors with zero recordable injuries

Responsible for the day-to-day operations and communication with multiple subcontractors to achieve the highest quality work in the safest possible environment. Create and submit change orders for subcontractors and help manage punch list operations to close out project.

OCTOBER 2016 – MARCH 2017

BRIDGE COLUMNS FOREMAN, KIEWIT (DALLAS-FORT WORTH, TX)

Project: DFW Connector/Stone Myers Pkwy

Project Value – (\$60 Million)

Accomplishment – Lead my crew to finish the bridge columns below cost and ahead of schedule

Supervised a crew (two laborers and one crane operator) in building concrete columns for multiple bridges. Oversaw layout, building formwork, setting, and stripping forms, material handling, rebar support and pouring concrete. Instilled a sense of teamwork within the crew.

MARCH 2015 – SEPTEMBER 2017

PAVING FIELD ENGINEER, KIEWIT (DALLAS-FORT WORTH, TX)

Project: DFW Connector/FM2499

Project Value – (\$166 Million)

Accomplishment – Completed the project with zero recordable injuries and over a year ahead of schedule

Responsible for daily timecards, quantity tracking, cost/budget control and purchasing/tracking ST&S items. Managed the day-to-day operations of the paving crew.

FEBURARY 2014 – MARCH 2015

ESTIMATOR, KIEWIT (OMAHA, NE)

Accomplishment – Learned how to use estimating software and mentored an intern for a summer

Responsible for quantity take-offs for multiple disciplines on a variety of estimates.

EDUCATION

DECEMBER 2013

CONSTRUCTION MANAGEMENT, B.S., MICHIGAN STATE UNIVERSITY

GPA: 3.52

Student Builders and Contractors Association Member

SKILLS & PROFICIENCIES

- Microsoft Office (Excel, Word, Outlook, PowerPoint)
- MicroStation
- HardDollar (Estimating & Project Controls)
- Bluebeam Revu
- Google Sketch-up
- Smartsheet
- Google Earth Pro

CERTIFICATIONS & ACCOMPLISHMENTS

- OSHA 30 Hour Certification
- Instructed quarterly Fundamentals of RFI course
- CPR & AED

Equipment List

- 21 Pavement Routers
- 9 Concrete Random Crack Saws
- 9 Tractor Joint Plows/Blowers
- 9 Self Powered Riding Concrete Saws
- 10 185 CFM Air Compressor and Blasting Unit – Truck mounted
- 5 50 Gallon Silicone Pumps
- 4 Recirculating Air Vacuum Sweepers
- 10 200 to 400 Gallon Melter/Applicators – Truck Mounted
- 15 800 to 1,000 Gallon Melter/Applicators – Truck Mounted
- Multiple Traffic and Support Vehicles

2023 PROJECT REFERENCES

Project: 2023 DTW Joint Seal & Spall Repair

Owner: Wayne County Airport Auth.

Contact Person: Ken Arnett

Phone: (734) 626-1297

Contract Amount: \$870,000.00

Completion Date: Sep-23

Project: 2023 Willow Run Crack Sealing

Owner: Wayne County Airport Auth.

Contact Person: Joe Galea

Phone: (734) 576-9570

Contract Amount: \$100,000.00

Completion Date: Jul-23

Project: 2023 Joint Seal & Spall Repair

Owner: Gerald Ford Airport Authority

Contact Person: Rory Wolters

Phone: (616) 233-6068

Contract Amount: \$180,000.00

Completion Date: Jul-23

Project: 2023 City of Novi Joint Repair

Owner: City of Novi

Contact Person: Jeff VanCurler

Phone: (248) 343-8776

Contract Amount: \$300,000.00

Completion Date: Oct-23

Project: 2023 City of Troy Rout & Seal

Owner: City of Troy

Contact Person: Zach Haapala

Phone: (248) 524-3403

Contract Amount: \$50,000.00

Completion Date: Jun-23

Project: 2023/2024 City of Southfield Reseal

Owner: City of Southfield

Contact Person: Julius Maisano

Phone: (248) 514-3514

Contract Amount: \$170,000.00

Completion Date: Jun-24

SCODELLER CONSTRUCTION, INC.

CONSENT RESOLUTIONS OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS

I, the undersigned, being the sole Director of **SCODELLER CONSTRUCTION, INC.**, a Michigan corporation (the "Corporation"), hereby waive the necessity of notice and holding of the annual meeting of the Board of Directors of the Corporation and in its stead I adopt for the fiscal year ending December 31, 2022, the following:

RESOLVED, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation, or removal with or without cause by the Board of Directors):

President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Matthew P. Sharkey
Treasurer:	Peter D. Scodeller

RESOLVED, that the Board of Directors hereby ratifies, affirms and approves all acts of the Officers on behalf of the corporation during the current fiscal year.

RESOLVED, that Peter D. Scodeller will have such legal authority as was previously given to him as the director and/or an officer of the Corporation.

RESOLVED, that Peter D. Scodeller shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

RESOLVED, that Peter D. Scodeller will have sole authority on behalf of the Corporation to secure loans and lines of credit from financial institutions and lenders.

RESOLVED, that Peter D. Scodeller will have authority to enter into and renew leases on behalf of the Corporation.

RESOLVED, that Peter D. Scodeller shall solely determine what bonus or bonuses shall be paid to others, if any, employed by the Corporation.

RESOLVED, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Matthew Sharkey shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Jeff Lippert shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Jeff Stover shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Al Wieging shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Matthew Sharkey shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that Jeff Lippert shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that Jeff Stover shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that Al Wieging shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOVLED, that the Secretary of the Corporation shall make the original of this content part of the official minutes of the Corporation.

Dated as of:

December 31, 2022



Peter D. Scodeller, President



CITY OF NOVI
CONCRETE JOINT REPAIR PROGRAM
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written questions with answers. (2) pages for the Revised Bid Form.

CLARIFICATIONS:

QUESTIONS:

1. Can you provide the estimated quantities for each bid item?
A - We do not have estimated quantities to share.
2. Can the saw cut price and scarfing price be incorporated into each item like it was on the 2021 bid form?
A - Please use the revised Bid Form and provide pricing as required.

Tracey Marzonie
Purchasing Department

Notice dated: February 12, 2024



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Appointments to Boards and Commissions

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Presentations for Boards and Commissions candidates were held Monday, February 12th. Attached is the ballot for appointments to Boards and Commissions, Council interview memo, presentation minutes, candidates' applications, and current Booklet List.

RECOMMENDED ACTION: Appointments to Boards and Commissions



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Approval of Traffic Control Orders 24-01 through 24-04 for No Parking signs restricting parking on both sides of Wainwright Street, Linhart Street, Martin Avenue, and Paramount Street.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

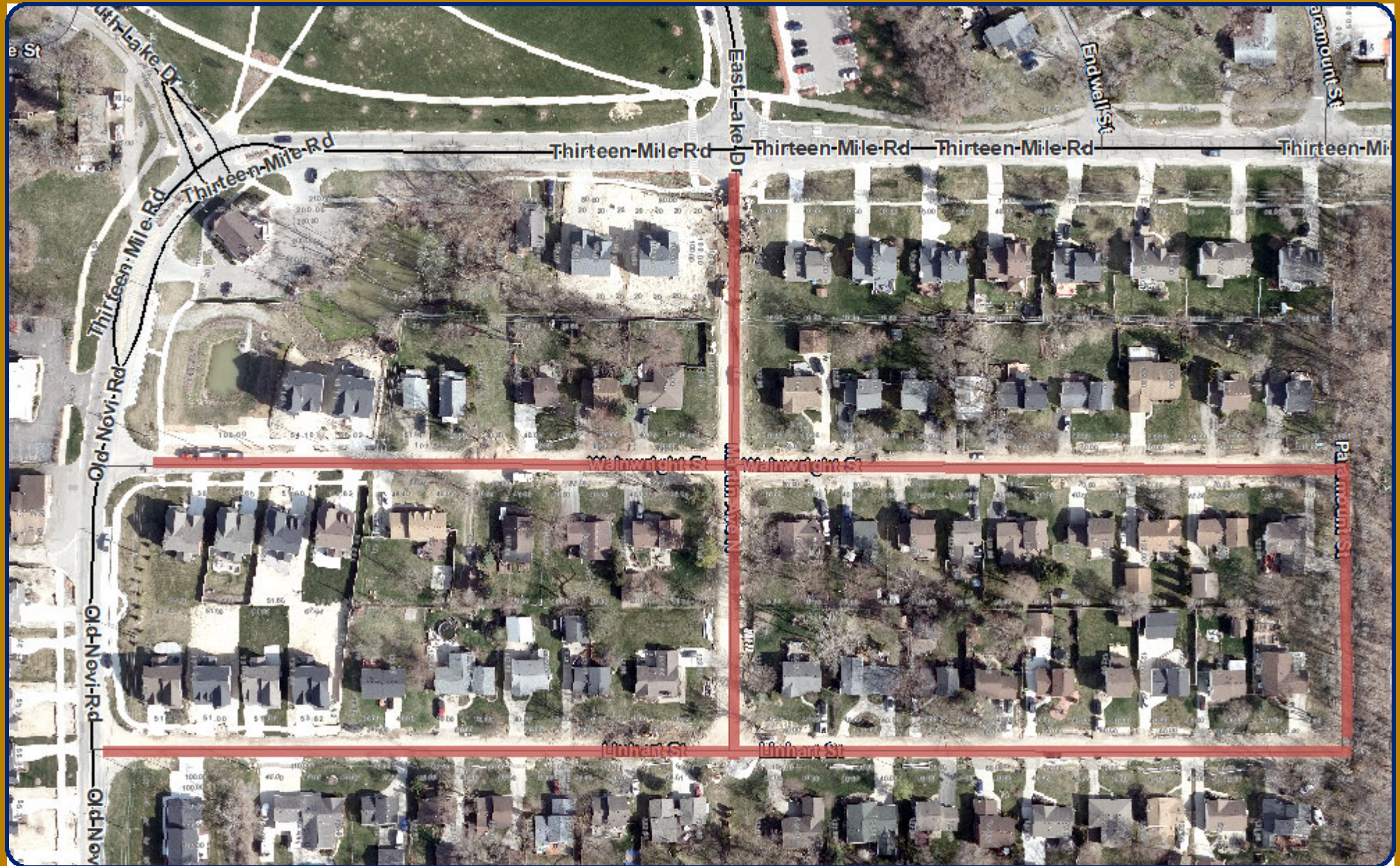
Following information provided by the City of Novi's Public Safety Department, along with a request from residents in the Howell's Walled Lake Subdivision, a parking restriction is being proposed along the streets in the Howell's Walled Lake Subdivision. The restriction is to provide adequate width for emergency vehicles, which has been a concern due to the narrow width of the streets. Wainwright Street, Linhart Street, Martin Avenue are approximately 19 to 21 feet wide, and Paramount Street is approximately 13 feet, significantly less than the standard 28-foot width. When vehicles are parked along the sides of these streets, they can obstruct access for emergency vehicles.

Traffic control orders are required under the Uniform Traffic Code to enforce traffic control signs installed on public streets. Staff has prepared the following traffic control order for approval by City Council.

TCO No.	Description
24-01	No Parking on Wainwright St.
24-02	No Parking on Linhart St.
24-03	No Parking on Martin Ave.
24-04	No Parking on Paramount St.

RECOMMENDED ACTION: Approval of Traffic Control Orders 24-01 through 24-04 for No Parking signs restricting parking on both sides of Wainwright Street, Linhart Street, Martin Avenue, and Paramount Street.

TCO - No Parking Howells Walled Lake



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

0 0.02 0.04 0.08 0.12 mi

1 inch = 188 feet



Map Print Date:
2/29/2024



City of Novi

45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 X PARKING
 OTHER

DATE OF ORDER: 02/29/2024

CONTROL NUMBER: 24-01

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

WAINWRIGHT ST.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE NO PARKING SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NO PARKING ON BOTH SIDES OF SIDES OF WAINWRIGHT ST.

Ben Croy - Traffic Engineer
Dated: 2/29/2022

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 24-01 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON _____.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 X PARKING
 OTHER

DATE OF ORDER: 02/29/2024

CONTROL NUMBER: 24-02

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

LINHART ST.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE NO PARKING SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NO PARKING ON BOTH SIDES OF SIDES OF LINHART ST.

Ben Croy - Traffic Engineer
Dated: 2/29/2022

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 24-02 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON _____.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 X PARKING
 OTHER

DATE OF ORDER: 02/29/2024

CONTROL NUMBER: 24-03

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

MARTIN AVE.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE NO PARKING SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NO PARKING ON BOTH SIDES OF SIDES OF MARTIN AVE.

Ben Croy - Traffic Engineer

Dated: 2/29/2022

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 24-03 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON _____.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

**CITY OF NOVI
TRAFFIC CONTROL ORDER**

 SPEED
 X PARKING
 OTHER

DATE OF ORDER: 02/29/2024

CONTROL NUMBER: 24-04

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BEN CROY, CITY ENGINEER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

PARAMOUNT ST.

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC WORKS ERECT AND MAINTAIN THE NO PARKING SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NO PARKING ON BOTH SIDES OF SIDES OF PARAMOUNT ST.

Ben Croy - Traffic Engineer

Dated: 2/29/2022

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 24-04 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEREOF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF THE AFORESAID SIGNS.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON _____.

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, City Clerk

MEMORANDUM



TO: BEN CROY, CITY ENGINEER
FROM: MARK BOODY, SERGEANT
SUBJECT: RECOMMENDATION FOR NO ON-STREET PARKING
DATE: NOVEMBER 4, 2023

CHIEF CONCERN

I, Sergeant Boody, was notified of a parking concern at 216 Wainwright Street. The resident, Patricia Young, reported that her neighbor across the street at 215 Wainwright Street parks her vehicle on the side of the road, directly across from her driveway. Young said this hinders her ability to pull in and out of her driveway. Officer Tillman has attempted to resolve this concern by talking with the homeowner at 215 Wainwright Street, Tammi Swanigan, with no success.

On Tuesday, October 17, 2023, I met with Officer Tillman at 215 Wainwright Street to address this concern. One concern I observed, was the street was very narrow. I observed Swanigan's vehicle parked on the street, completely in an approved lane of travel. Swanigan is able to park her vehicle one foot off the road, but she chooses not to, due to a small retaining wall. I do find Young's complaint to be valid; however, Swanigan's vehicle is legally parked, leaving us with no recourse to solve this problem.

This particular community consists of four streets, Wainwright Street, Linhart Street, Paramount Street and Martin Avenue. All four streets are narrower than the normal width of a street, which is typically 26 to 28 feet wide. I further noticed that there's no shoulder on either side of various streets, in most areas. Vehicles that were parked on the street were completely parked in the lane of travel. As I was driving along Wainwright Street, I was traveling in the opposite side of the street when passing a vehicle parked on the street. As a result, I noticed additional concerns with the narrow streets, as follows:

1. Inadequate on-street parking.
2. Accessibility for emergency vehicles, (fire trucks, ambulances, and police vehicles).

ROADWAY WIDTH

Linhart Street: 20.3 feet wide

Martin Avenue: 21 feet wide

Wainwright Street: 21.7 feet wide

Paramount Street: 13 feet wide

AVERAGE WIDTH OF A MOTOR VEHICLE

Passenger sedan: five feet - eight inches

Large SUV: six feet - one inch

FACTORS TO CONSIDER

Currently, there are no signs prohibiting on-street parking, vehicles are allowed to park on both sides of the above-mentioned streets. There is a drainage ditch in most areas, on both sides of the streets, which does not allow for a shoulder. Therefore, any vehicle that is parked on the street is actually parked in an approved lane of travel.

The Novi Fire Department utilizes a platform truck to give an aerial advantage while fighting a structure fire. Their platform truck is nine feet wide; however, they need a minimum of 17 feet of working area for the outriggers, a maximum of 23 feet. With that said, the fire department would need 20 feet of unobstructed width to operate. It should be noted that Paramount Street would not allow the platform truck to be utilized.

As mentioned, if a vehicle is parked on the street in front of a structure fire, then this parked vehicle has taken away the ability of the Novi Fire Department to utilize their platform truck. The Novi Fire Department would have less than the 17 feet required minimum working area. Additionally, if two vehicles are parked on any of the streets, across from each other, the fire department would not be able to pass through with any of their fire trucks, same for an ambulance. The fire department would be forced to find a different route; however, the street does not allow them to turn around. They would have to back their fire truck up to an intersecting street in order to turn around. On-street parking severely hinders the fire department with responding to a structure fire or a medical emergency.

This area is located next to Pavilion Shore Park and not far from Lakeshore Park. These two parks attract many citizens and visitors from outside communities, especially since the parks are connected to Walled Lake. These two parks attracted hundreds of visitors during the Fourth of July holiday, which creates a parking concern. Several visitors will park on both sides of the above-mentioned streets, making it nearly impossible for an average-sized vehicle to travel through. This would make it completely impossible for the Novi Fire Department to respond to a structure fire or a medical call.

RECOMMENDATION

I am recommending that the City of Novi prohibits on-street parking on both sides of each of the above-mentioned streets. The streets have inadequate room for on-street parking, vehicles are forced to park completely in an approved lane of travel. On-street parking severely hinders a public safety response, especially for the fire department.

February 5, 2024
City Council
City of Novi
45175 Ten Mile Road
Novi, MI 4875

Ladies and Gentlemen of the City Council,

This letter is in regard to the abandoned vehicle that is parked on a public roadway in front of 215 Wainwright. This vehicle hasn't moved or been driven. It has been brought to the attention of the police on numerous occasions. It has also been recently brought to the attention of the City Council at the meeting held on January 8, 2024.

The vehicle in question is a Silver Dodge Caliper. It is parked in such a way that it is obstructing traffic on the street and the use of other's personal driveways. This vehicle is not operable and has not been driven or moved since it was parked there in June of 2022. The vehicle was towed on January 13th of 2024 and the owner was arrested for resisting and obstructing a police officer. The owner got the vehicle out of impound on January 17th when it was towed back to the owner's residence and parked in the same spot on the public roadway as when it was towed. Since that time the vehicle has not been driven and does not have current tags on it. It is still an abandoned obstacle in the road interfering with resident's vehicles, and also to commercial and city vehicles. When the street was under construction in April/May of 2023 the owner refused to move it and the crews had to call the Novi police to get it moved so work could be completed. At that time the vehicle had to be pushed into the owner's driveway by the Novi police because it was not operable. The owner has a private driveway where this car could easily be parked but refuses to park it there.

We respectfully request that this car not be allowed to be parked on the street since we do not have a fire lane and it is impeding into the public roadway. A permanent solution would be to have no parking signs posted which would allow a fire lane on this street as this road is 7 feet narrower than other Novi subdivisions.

Sincerely,

The Residents of Wainwright Street

ERNESTO TORRES

Robert Mota

Brian Cartwright

Marge Bortel

Kevin DeMeere

Jean Cartwright

Sue Chang

Jim Kehos

Sheri Clemens

Sarah Melvey

Magda Kadid

Trisha Yang

E. TORRES

Robert Mota

Brian Cartwright

Marge Bortel

Jean Cartwright

Sue Chang

Sheri Clemens

Sarah Melvey

Magda Kadid

Trisha Yang

223 WAINWRIGHT.

235 Wainwright

246 Wainwright

236 Wainwright

204 Wainwright st.

246 Wainwright St

222 Wainwright st

252 Linhart St

247 Wainwright St

240 Wainwright St

251 Linhart St

216 Wainwright St.

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, FEBRUARY 12, 2024 AT 7:00 P.M.**

Mayor Fischer called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Smith, Staudt, Thomas

ALSO PRESENT: Victor Cardenas, City Manager
Thomas Schultz, City Attorney

APPROVAL OF AGENDA:

CM 24-02-24 Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0

To approve the Agenda as presented.

Roll call vote on CM 24-02-24	Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer Nays: None
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PUBLIC HEARINGS: None

PRESENTATIONS: None

BOARDS AND COMMISSIONS PRESENTATIONS

1. Lee Mamola - Construction Board of Appeals

Mr. Mamola said he couldn't remember how long he's been on the Construction Board of Appeals, except that it's probably been close to 20 years. He said he is a registered architect with 50 years of experience, much of it in the technical and design areas. He said the Construction Board of Appeals cannot grant a variance from the code requirements, but it has the power to interpret the building code. They only meet a handful of times each year. They also grant variances to construction engineering standards, which is an ordinance. He said in recent years there have been appointments of people that are not design professionals, engineers, or architects. He said it's critical that people are appointed are tied to the construction industry or professionals in those industries.

2. Tiffany Nair – Board of Review

Ms. Nair was not present.

3. Bob O'Donnell – Corridor Improvement Authority

Mr. O'Donnell was not present.

4. Mary Angela Winter – Beautification Commission

Ms. Winter said she was encouraged to apply by a member of the Beautification Commission. She said she doesn't have a lot of gardening experience, but she didn't think that was necessary. She said her strengths are organizational skills, attention to detail, and leadership skills. She has a desire to serve the community. She mentioned she has been an election inspector for a number of years.

5. Peter Winter – Board of Review

Mr. Winter said he was on the Board of Review as a full member for maybe 10 years and resigned for health reasons that have since been resolved. He said he would bring experience to the board. He's been an attorney for almost 50 years and a real estate broker for 25. He said he was qualified for the alternate position.

MANAGER/STAFF REPORT:

City Manager Cardenas said similar to last week he wanted to address a Council policy due to the number of messages they've received from companies or religious groups. Last year the City Council chose to amend its rules to cease the issuance of any kind of proclamation or statements in support of any individual or entity. Novi remains a community that embraces love, humanity, and diversity but in light of some of those instances and adverse reactions to past Council resolutions or proclamations, the City Council determined that it was better not to involve itself in things that don't have involvement in day-to-day operation of the city. The City Council is not equipped to address or resolve issues of national or international significance. City staff and elected leaders hear the concerns shared in this public forum and want everyone to know they will not stand for any violence against any group. Novi's Police Officers are well trained and will protect our residents and visitors alike. Any reported acts of violence including hate crimes will be fully investigated and prosecuted to the fullest extent of the law.

He updated Council on the work happening on Wixom Road, which remains closed between 10 Mile and 11 Mile. They are making good progress. They've heard concerns about an area where construction equipment is being parked on a private road. They will restore the property to the condition it was in prior to the start of the project and have shared with the contractor that they can't park on the private street or in any right-of-way. The project should wrap up in 3 to 4 weeks.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Mubashir Fazil, 47539 Cheltenham Dr, said he has been a resident of Novi for 13 years. He was requesting that Council support the ceasefire efforts in Gaza. Supporting a ceasefire in Gaza is not only just but aligns with the values of liberty and justice that our nation loves.

He said he wouldn't delve into the historical aspects of Palestine or the stats of current conflict because he noticed they only see stats as numbers which dishonors the dead. He said picture yourself comfortably at home with your family when a group of people forcibly enter, mistreat your loved ones, and demand evacuation. If you ask why, they say that if they don't take it from you, someone else will. Seeking help from authorities results in an ultimatum to vacate within 24 hours or face imprisonment. Consider the suffocation and helplessness that would consume you. He said it's challenging to fathom, but it raises the question "what if this were to happen to us?". He said that question was posed to him by his daughter. He asked how he should answer her. To tell her that we are the strongest nation on the face of the earth and that will never happen. He said even if we don't uphold the values of liberty and justice, he would be lying to her because history has shown how nations and empires got destroyed when injustice became a norm. He said we love our country too much to see it falling into the same trap. He said the City Manager reminded them that the City does not deal with things that are of international crisis. They've heard from students and their parents. Isn't it your duty to hear and act on issues of concern to the local community. He requested that they don't shut the doors on them by hiding behind some Council Rules that are open to interpretation. He implored Council to advocate for a ceasefire.

Rida Salim, 26433 Mandalay Circle, said yesterday was the Super Bowl, sorry, the Gaza Bowl. She listed statistics and said there is no lack of knowledge regarding the atrocities the civilians of Palestine faced. She said a bunch of Novi residents unified and spoke regarding their request for a ceasefire resolution. The residents spoke and awaited our esteemed leaders to pass a ceasefire resolution. The community heard their campaign promises for their values of public safety and justice for all. She said they've asking them to represent them and their voices. She said you must listen to the voices of the people you represent and vote for ceasefire today. This goes beyond Novi and tells the world that we stand for peace, harmony, and justice for all. She asked for a moment of silence for all of the Palestinians killed, injured, and driven out of their homes.

Ishtiaq Ahmad, 22066 Picadilly, said he has been a resident for 10 years. He wanted to share his personal experience of people's generosity and acceptance of people of the City of Novi regardless of how they look and their religion. He said he felt this generosity and humanity from his neighbors when he arrived 10 years ago. He said all four of his neighbors reached out and welcomed him. He said it was extraordinary because it had never happened to him. He said they are asking their government, which is funding this war with our tax dollars, which makes it a Novi issue. He said they propose a ceasefire, so no more lives are lost using their tax dollars. He asked that they represent their voices that we do not support any loss of life, people being displaced, and we want this war to end. He said no racism, no inequality, no intimidation, which is being fueled due to this war.

Sarah Ansari, a Novi resident, said she spoke last week and shared insights into the challenges young Muslim girls in Novi face due to the ongoing conflict in Palestine. She said she continues to advocate for the same cause. In recent months there has been a notable surge in hate speech, hate crimes, and Islamophobia creating an atmosphere of insecurity for Muslims across various age groups and backgrounds. She said the

incidents are not isolated as exemplified by distressing cases in cities near us. Statistics from reputable organizations such as the Council on American Islamic Relations, also known as Care Michigan, and the Anti-Defamation League, underscore the gravity of the situation. She said discrimination complaints have seen a significant uptick, particularly in public schools and universities. This perpetuates harmful stereotypes and fosters an environment of fear for Muslims in Michigan. She said within the educational setting in high school where the Muslim population is limited, fewer young girls wear the hijab. She said her visible identity as a Muslim has contributed to a heightened sense of vulnerability. This dynamic is reflected in the experiences of young girls who are fearful of attending school daily living with constant uncertainty about their safety. She emphasized that the Gaza conflict is not an international affair but holds domestic implications given the substantial funding primarily sourced from the tax dollars of citizens. She said as representatives of this community, they wield the power to influence, change and advocate for peace in the name of humanity. She implored them to consider the dire consequences of the current situation and urged for a permanent and immediate ceasefire in Gaza. She said their leadership can make a profound difference in fostering a safer and more inclusive environment for all.

Fatima Khan, 26565 Anchorage Ct., said she wanted to echo the sentiments of the others who have called for a ceasefire. She said she has two elementary aged children, and they are wondering why their president is funding a genocide where almost half the population consists of children. She said as a community we need to show our values when we can. We need to call for a ceasefire and send a message to not only the children who are being massacred in Gaza but also our own children in Novi. That we as a community stand on the side of humanity, that we speak up when we see egregious acts of violence, especially when our tax dollars are providing that violence. That we step up and do the right thing and call to end this awful assault that has left children orphaned and murdered. She said she hoped our city will join the other cities that have called for a ceasefire and stand true to our values.

Hannah Ansari said she wanted to talk about the kids in Palestine. She said it makes her very sad to see so many kids, who are just like her, being hurt in Palestine. They have lost their parents and siblings. They have no home, no food, no water, no hospitals, and no schools. They have no one to take care of them. That's not fair. She said she has a house to live in, a bed to sleep in, food to eat, and a family who takes care of her. She said every morning she wakes up and goes to school and sees her friends and plays outside. Children in Palestine are not able to have the same life as her and they didn't do anything to deserve this. She asked for the support in calling for a ceasefire to save the kids in Palestine.

Arita Zaman, 24411 Surfside Rd., said they are calling for the introduction of a resolution asking for a ceasefire between Palestine and Israel. She said a question many of them may have is how is this even relevant to the city. She said a former Mayor said we should not take a political position on anything other than our roads, sewers, public safety, and the things Council deals with. She said she would talk about why public safety is an important factor in what makes this issue relevant. She said this past October, a 6-year-

old Wadea Al Fayoume, a Palestinian-American, was stabbed to death in Chicago. In November, three students at the University of Vermont were shot while walking and wearing the traditional Palestinian scarf. A Muslim student at Stanford University was struck by a car. She said last week a 23-year-old Palestinian American was stabbed while coming home from a Palestinian protest. She said these recent events highlight a very disturbing trend and although they didn't occur within our city, they reflect a broader issue of discrimination and violence that threaten the safety of all our residents. She said Novi is a diverse community and incidents like these sow fear and insecurity among us. By advocating for a ceasefire resolution, we show our commitment to peace, tolerance, and respect for human rights. She said it's not just about distant conflicts, it's about safeguarding our community's wellbeing and upholding our values. She urged the Council to consider the resolution as a crucial step towards promoting public safety and inclusivity within Novi.

Sultana Haque, 23955 Wintergreen Circle, said her family loves living in Novi because it provides them with a very caring, safe, and healthy environment. She said the current war in Gaza is affecting part of our community in a number of ways. All wars are evil, but this war in Gaza sees such a high number of women and children being killed. Kids are suffering from lack of food, water, medical supplies, lost homes, lost family. She said our kids are watching social media and the news and it's affecting their mental health. She said there is a safety issue, an unprecedented surge in bias and violence against people looking or dressing a certain way. She said this is making kids worried for their safety and parents are forced to tell their kids to be vigilant because you never know what could happen. She said introducing a declaration for ceasefire in Gaza to save lives and alleviate suffering of people in Gaza will bring comfort to our residents knowing that our city is on the right side of history and is not hesitant to stand for a cause that is hurting so many in our community.

Asma Zahoor, 24689 Picara Drive, said her family has been a part of this community in many different aspects. She said her kids were taught at school to help those that cannot help themselves and are now watching as thousands of kids in Gaza are starving to death and humanitarian aid is being blocked. The school district focuses on kids' mental health and is neglecting to see the stress and emotions that our kids are experiencing because they feel no one is listening. Kids like them are being bullied and kids like that are being killed in Palestine just because they exist. A genocide is unfolding before their eyes and their community is watching silently. She said it's disheartening to our kids. They are scared that on the flip of a dime, they could be targeted. She urged them to vote on a ceasefire resolution and show the kids that the Novi community is listening and standing up for kids who are suffering and that we practice what we preach. Helping those who can't help themselves doesn't just apply to our Novi community, but globally. She said to set an example that the wonderful lessons learned at Novi Schools are carried out into the real world, showing our Novi kids that every life matters. She said if we are teaching such wonderful lessons to our kids at schools, it is our responsibility as adults and role models to implement them and show that a ceasefire resolution not only calls for peace in Palestine, but peace of mind for students in Novi.

Miriam Zahoor, a Novi resident, said she is a freshman in high school. She said she didn't just want to talk about the statistics of what's happening in Palestine, but to show how it affects them. She said she and her friends decided to boycott companies that support Israel to show their support. She said they don't have a big enough platform to spread their message, but they're doing their part. She said they as a Council can do their part on their big platform and share the message of peace on behalf of the people in Gaza. She said they can act by protecting and saving over 66,000 injured kids in Gaza who can't fend for themselves. They can help kids like her who are trying to protect the people of Palestine. She said as a teenage girl, she can relate to the feeling of always wanting to be safe and having a meaningful future. The daily challenges she dealt with are homework, school, and chores. She said the daily challenges the people of Palestine face were lacking basic resources. They have the threat of violence every day. She said by believing in the wellbeing of Palestinians, we shouldn't just stand her and do nothing because many lives are at stake. She said its genocide.

Meena Ansari, 40620 Camborne Lane, said she is a mother of three and an educator in the Novi Community School District. She stood before them to express her unwavering support for a ceasefire resolution. She said the impact of the war in Gaza extends beyond international borders affecting our nation and local communities. Unfortunately, the conflict has given rise to a surge in hate crimes with incidents of anti-Semitism and islamophobia escalating significantly. She said according to the Anti-Defamation League, anti-Semitic incidents in the U.S. have surged 337% and Michigan alone record 44 reported incidents of antisemitism. She said in 16 days, the Council on American Islamic Relations reported a 178% rise in complaints during the last 3 months of 2023. She said Care Michigan reported a distressing over 300% increase in discrimination and complaints with nearly 45% related to incidents in public schools and universities. She said one incident involved an eight grade Palestinian Muslim student at a middle school in Ann Arbor who faced discriminatory comments from school counselors. She said a Farmington Hills man was charged with terrorism for inciting violence against Palestinians in Dearborn on social media. She said the war's impact is not confined to headlines; it affects their daily lives. She said they wake up to heartbreaking images of innocent lives lost, creating an atmosphere where our children feel unsafe in school and Muslim women wearing the Hijab face potential hate crimes. She urged Novi to join other communities in calling for a ceasefire. She said by doing so, we align ourselves with the human side demonstrating our commitment to compassion and understanding.

A student from Novi High School said they were learning about the Holocaust in her history class and the word holocaust actually meant a program of mass murder but has become synonymous with the event that massacred millions of Jews not that long ago. She said she wondered if generations into the future people will look at the events of today and call it the genocide. She said will people we see on the news today be talked about tomorrow as people who could have played a role in stopping it. Will we become the people who said nothing and turned a blind eye towards people being oppressed? Will we become the people who ignored the tragedy just because it's not in front of us? Will we become the people who looked at the suffering and didn't bother to act? Will we become the people who saw the pain in the news and merely turned it off because it

might've made us uncomfortable? Or will we become the people who regardless of the odds, did whatever they could to end it? The people who didn't look at it politically, but looked at it morally, the people who did what was right even if it wasn't easy. She said she knew it might sound pointless to call for a ceasefire resolution on the city level when you can't control it nationally, but this has the power to send a message to the federal government that their people won't stand for the oppression any longer.

Firdaus Maldar, 39565 Westminster Circle, said children are always ours, every of them across the globe and she was beginning to suspect that whoever is incapable of recognizing this may be incapable of morality. She said three children are killed every hour and two mothers are killed every hour. She said we've become numb to the numbers. She told the story of a 6-year-old girl who died when her family tried to evacuate and was able to be rescued. She asked them to close their eyes and imagine yourself with your arms around your child as you brace yourself because the building next door was bombed. She said the children are always ours, every single one of them.

Alia Malik, 47530 Alpine Dr., said the savagery that we are witnessing for the past 129 days in Gaza has seeped into our communities in the United States, therefore action from every one of our leaders at every level has to be taken. She said every time her family leaves their home, she is fearful and anxious for their safety. She wondered if she would get a phone call that someone in her family had been stabbed 26 times or shot on their way to Thanksgiving dinner. She said apart from the fear for her safety, her mental and emotional wellbeing is gone. She said she feels guilty because she can eat a meal and drink clean water while her fellow human beings are being starved and forced to drink water from the rain and puddles. Because she can hug and kiss and hold her children while there are mothers and fathers who don't have that privilege anymore. Because she can take Tylenol while children are getting their legs amputated and women are giving birth through c-sections with any anesthesia. She said the City of Novi has always been known to be a leader and not a follower. She was pleading with them to get a ceasefire resolution on the agenda and to pass it without hesitation. She said to put our great city on the right side of history.

Sofia, senior from Novi High School, said she wasn't religious, was not Muslim or Jewish and has no formal connection to Palestine, but this is a humanitarian crisis. She asked them to change the rules and introduce a ceasefire. She said humanitarian aid is not reaching Palestine and children are starving. She said they heard a lot of statistics, which are valuable and necessary to understand the magnitude of the issue. She said imagine having to head airplanes, bombs, gunfire and tanks 24/7. She said half of the people that are dying are children. She said they have the power to change the rules and introduce a ceasefire. The city, the people, and the students are holding you responsible to that.

Lina, a senior from Novi High School, said as an Arab Muslim in the community, she was deeply hurt by the lack of empathy for our brothers and sisters in Palestine. She said Detroit and Gaza are about the same size and part of the population were murdered in Gaza. For 128 days, this genocide has continued. We have the privilege of sitting there without worrying about safety. There are over a million people in Gaza that don't have

that luxury. They have starved and died, fled and survived and now there's physically nowhere else to go. She said they are running out of time. Introducing a ceasefire resolution is our duty and privilege that allows us to be safe. She asked how we can pride ourselves in diversity and love without supporting a ceasefire. She said they are pleading for them to show support in this deafening silence. She said people are being murdered and we're watching from our phone screens. She said there are over 30,000 deaths and over 10,000 of those are children. The Novi Community School District website says the district serves over 6,900 children; imagine every student in Novi gone. She said we need to support ceasefire efforts in Gaza because they are running out of time.

Radia Zaman, a freshman at Novi High School, urged Council to call for peace, justice, and to introduce a resolution for permanent ceasefire in Gaza. She said as a hijabi Muslim woman, she was scared for her safety. She said there's been a spike in Islamophobia and antisemitism. She said safety for Muslims has been severely impacted and gave examples of recent events. She said students fear for their safety every day in school because of the spike in gun violence in school and asked much more of this we can take. She said there's another war going on in Ukraine from 2022, but that didn't increase hate crimes in America and that did not increase the risk of World War III. She said calling for a permanent ceasefire would have eased tensions in all parties and all localized hate crimes would have been subsidized. She said if there's a ceasefire tomorrow, we don't have any role models to look after. She said the leaders in Washington are not listening and asked for a ceasefire resolution to ease their pain, fear, anger, and frustration.

Sarwat Ahmad, 22066 Picadilly Cir., said this was a local issue and is hitting our daily life. The money being spent fighting other people's wars is affecting our lifestyle at home. Bills are getting to be unaffordable. She said don't we have enough problems at home, why are we giving money to an incompetent government that is killing civilians who have nothing to do with it. She said the government is denying all humanitarian aid, killing journalists, medical staff, and using force to displace innocent civilians. We fund them with our tax dollars. We live in America with all ethnicities, and we have peace and harmony because America has a very just social system. Everyone has the chance to grow financially and socially, so Israel should establish the similar values in their government so they can avoid these disasters. She said we should support the ceasefire because the war is hitting our daily lifestyles, and we should not be giving any money to any country.

A resident spoke about how growing up in the nineties, he has seen wars, one after another and he knows what it's like growing up in a society with fear and images of war keeping you up at night. The Novi community takes pride in high quality education with strong roots in diversity, equality, and justice for all. Free of hostility, hate and discriminatory bullying. We said we have to practice what we preach. He said to let our kids see themselves be among the communities that hold justice over oppression, caring over bigotry, and kindness over violence. He said all members of the community share a united common heritage from a great grandfather prophet Abraham, Jesus, and Muhammad. They all promoted the same message of peace and servitude for the good and betterment of the community. He said during his studies and career, he longer for

his family to have a sense of tranquility. He said his kids deserve a better future, a peaceful future. He said the community deserves a prosperous future. He asked that they support a ceasefire in the Middle East and to be the change you want to see.

Yousif Ansari, a senior at Novi High School, said he would discuss how Israel's war on Gaza resonates within our community in Metro Detroit and in Novi. She wanted to emphasize why a ceasefire resolution is not only necessary but crucial. Our community is a tapestry of various ethnicities and religions all coexisting peacefully. We thrive on the principles of equal representation and consideration for everyone. He said the current conflict has undeniably cast its shadow on our community, eliciting alarming implications. He spoke about recent disturbing incidents. He said those incidents underscore the urgency of addressing the escalating atmosphere of fear and misunderstanding. The Wall Street Journals branding of Dearborn as the Jihad capital of America further contributes to the climate of unease. The residents of Dearborn now fear for their safety as they are uncertain about the potential repercussions of these narratives. He said unfortunately, it's not just Muslims being targeted. There are record levels of antisemitism prevalent in the community. He said on top of that, there is also hate that goes undocumented. He said as the City Council, it was their responsibility to ensure the safety and wellbeing of all residents, regardless of their background. By endorsing a ceasefire resolution in Gaza, they can contribute to several vital outcomes such as preventing the unnecessary loss of lives, actively working to diminish the rising levels of Islamophobia and antisemitism and reaffirm the City's commitment to the core principle of treating every citizen equally. He urged them to consider the impact that actions can have not only on the global stage, but within the community. Fostering an environment where diversity is celebrated, and everyone feels secure and valued. He said let us be the ones who stand on the right side of history.

Farah Baig, 23169 Inverness Court, said it was interesting she had to provide her address because 2 million people in Gaza don't have an address. She said a recent article spoke about what it's like to be a Palestinian today and it struck her that Palestinians are not the first people to endure genocide, but they are the first to have it broadcast in real time. She said it was pathetic that we cannot stop this. She said adopting a ceasefire resolution would not result in an immediate ceasefire in Gaza, however, the resolution would symbolize Novi's commitment to the betterment of our community. She said Novi City Council stands with the values of its constituents and names create a sense of respect and recognition. She said it would be impossible to recite the names of all those who have lost their lives in Gaza, but by passing a resolution for a ceasefire, the Novi community would be recognizing the lives of those who have died, and that the world needs to come together and call for peace.

A student from Novi High School asked for a ceasefire. She said she's made many connections with peers in different grades as well as her teachers. She said everyone agreed on one thing, what's going on in Palestine is not a genocide, it's a war. She said as a Muslim, she celebrates Ramadan. She said when she steps out of her house, she feels safe as a part of the Novi community. She said one million Gazans will spend Ramadan in tents, 24,000 will spend Ramadan as orphans and more than 1,000 children will spend

Ramadan with missing limbs. She said this matter should be looked into and given more thought than has been given so far. She said she and other students have been trying to spread awareness about this matter. She said thousands of children are going to have a gap in their education due to this genocide. They don't have a way to continue their education or go to college to get degrees. She said on behalf of herself and the children of Gaza, she urged them to call for a ceasefire.

A student from Novi High School said they were all aware of the atrocities that Palestine has endured, and she wanted to state her reason for a ceasefire. The impacts teenagers have made by simply not buying a drink, to leading campaigns, starting fundraisers, posting on social media, and more has ignited the flame of a war we are willing to fight to help Palestine. She said she can't just sit here while thousands of Palestinians are being murdered. She said she won't stop until there is a ceasefire, not after they've seen all the atrocities via social media and other platforms. Not after she's seen thousands of children and families getting murdered. She asked how they can be told that America has nothing to do with helping Palestine when American citizens are being killed for merely showing support for Palestine. She said how are you going to tell us no when our constitutional rights, such as protesting against this genocide, has been challenged by racist Islamophobia. The City of Novi must call for a ceasefire as this isn't just an international affair. The Islamophobia that has stemmed from this conflict has impacted so many Novi residents. She said with so many stories of Muslim abuse, she feared the same will happen here. She wanted to use her voice for the silence in Palestine. She said staying silent is not an option.

Ishak Zaman, 24411 Surfside, said diversity is the fabric of metro Detroit and people of all religion, color, nationality, and ethnicity live in peace and harmony. He said we stand by each other when in need. He said the war in Gaza made him afraid because we have seen hate speech and hate mongering from groups. He said when his favorite news outlet, the Wall Street Journal, wrote that Dearborn is the jihad capital, it made him nervous. He said he knew our Police Department was very strong and very dedicated, but he didn't want anything bad to happen to anybody. He said we need to do something. He shared a personal experience of a time when he was afraid for his life when he was a victim of hate speech. He asked that they do something proactively and work against obstacles and work together. He asked them to pass the resolution, so we don't have harassment or hate crimes, and to stop the war in Gaza.

Nanzin Mahmood, 17379 Parkshore, Northville, said she was there to ask for a durable ceasefire. She said this fight became hers when you kill a population's children and their future. There's been an incredible loss of life and over 30,000 people have been killed with half of those being children. She described medical situations that are happening and explained starvation is now being used as a weapon. She said this was their business because when higher levels of government are not listening to the people then local governments have a responsibility to act and send a message to their citizens. She said tax dollars are being used and bombs of American origin are being identified in the rubble. That money could be used for resolving homelessness and even meeting the needs of our own vets. There is another bill going through Congress right now adding to

national backs on the backs of our children. That's why it's part of our business to say something. She said if they don't call for a ceasefire, you're on the wrong side of history, a shameful side with other genocides and you allow hate to breed in your own community. She said calling for a ceasefire resolution that condemns all acts of hate and values all life.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 24-02-25 Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
 February 5, 2024 - Regular Meeting
- B. Approval of Letter of Understanding between the City of Novi and the
 Command Officers Association of Michigan (COAM) for a one-time Cost-of-
 Living Adjustment (COLA) of 2% effective January 7, 2024.
- C. Approval and confirmation of goal language from January 6, 2024, Early Input
 Budget Session with updates provided from the February 5, 2024, Regular Council
 Meeting.
- D. Approval of claims and warrants – Warrant 1150

Roll call vote on CM 24-02-25

**Yeas: Gulumurthy, Heintz, Smith, Staudt,
 Thomas, Fischer, Casey
Nays: None**

MATTERS FOR COUNCIL ACTION:

- 1. Consideration to approve variance relief from the depth-to-width ratio required in Chapter 38 of the City Code, Subdivision of Land, in order to allow a land division related to parcel 50-22-33-100-009, located at 47133 Nine Mile Road, that would result in two separate parcels, one of which would exceed the permitted ratio of the Code of Ordinances.**

City Manager Cardenas summarized that the Council is being requested to grant a variance from the Code of Ordinances that resulted in the denial of a lot-split by the City Assessor's office. He noted that the applicant requested to subdivide his parcel so he can prevent the demolition of his existing home by dividing his parcel into two parcels and building a new home on the newly created parcel. The applicant purchased the historical house back in 2010 with the intent to restore and preserve it. City Manager Cardenas told the Council that the applicant was present at the meeting and would stand by for any further questions if necessary from the Council.

Amar Abro, landowner of 47133 W. 9 Mile, told the Council that his land consists of five acres. He added that the home he lives in now was built in 1838 and is one of the oldest homes in Oakland County. He bought the home in 2010, and has put a ton of preservation work into the home to keep it from being demolished. Mr. Abro added that he has two options to move forward; to demolish the home, which would be heartbreaking to do with the historic value expressed by himself and his neighbors, or to split his lot into two lots, so he can build his new home on the new second lot. He acknowledged that the problem is that the lot does not meet the width to depth conformity ratios. He said the original lot with the old home on it is huge, with five acres. He said the new lot split would be on about four acres, with 300 feet of frontage on the road, and would not be a very narrow lot. He added that the new lot would not look odd to the neighborhood, it's just that the City has a three foot depth to width ratio.

Member Smith asked Mr. Abro what he is going to do with the existing home once he moves. Mr. Abro answered that ideally, he would love for his parents to move into the house. They live in Northville now and he would like them to be living next door so he can look after them.

Member Staudt asked Mr. Abro if he plans to leave the existing house for the long haul, even if his parents are no longer there, or if this scenario is going to be that he builds a new house and at some point, is going to sell the existing home. Mr. Abro said he has no intention of ever selling the house as long as he lives in the new home. He added that he would love to keep the five acres intact as a sort of ideal single property with a home. Mr. Abro said that if his parents don't end up living there, maybe it will become a guest home. He doesn't want to sell it, because he would like to keep the five acres for his family. He added that if you look at the aerial view of the five acres, it looks like one beautiful property. He put a lot of landscape work into making it sort of its own unique property in an area surrounded by mixed subdivisions. He said he would hate to tear it down, to sell it or to have somebody else take over that may want to tear it down one day. Mr. Abro said he could tell you everything about the house. It was built in 1838 by James Palmer, who was the justice of the peace at Novi. He said he has been to the Historical society many times to learn about the history there and bought the home to preserve it. He said that he wants to keep the old home up as long as it is financially viable to do so. Member Staudt said that he has seen these kinds of home around Novi over the years where somebody eventually moves out of it, and over time it turns into a nuisance and then it's torn down. Member Staudt said if wanted to build a new house, and tear down the old house and just have one big lot, he would understand that a little. However, he is a little perplexed as to why Mr. Abro wants to leave the old one up. Member Staudt said that the old house doesn't have something, unless there is a plan for long term preservation that is something Mr. Abro will invest in having a historical relic. Mr. Abro asked what he believed the intention was. Member Staudt responded that he believed the intention was to eventually tear down. Mr. Abro responded that the City Planner has already said they would allow him to build a new home before tearing down the old home but would not grant the certificate of occupancy in the new home until the original home was torn down. He said he is not looking for the original house to stay there while he builds a new home, because the City Planner already said that taking it

down is an option. He added that it is a beautiful home, and that he has put a lot of work with his own two hands into restoring the original home. He added that there is no reason to tear it down, it is not a tear down home.

Member Thomas asked if there was not a way to divide the property such that he can build the new house and doesn't need the approval from the Mr. Abro responded that the lot is 300 feet wide by 750 feet deep. The City rule is that a new lot with the old lot cannot be three feet deeper than it is wide. So, if he were to cut the property in half and say 150 feet, the lot cannot be greater than 450 feet deep. He said for that reason the lot he proposed to keep the old house on is confirming. However, it turns the new lot into a "L" shaped lot since it is 750 feet deep, the back half of which is heavily wooded, which he intends to remain heavily wooded.

Mayor Pro Tem Casey asked how far he was in the concept for what the new house is going to be, where he plans to put it on the lots, and all of that. Mr. Abro responded that he has met with an architect and a builder, and that they've been on site. He said it is one of two things; if he does not get the Council approval, then the old house has to be torn down and he'll put the new lot house in the middle of the property. He said if he did get the Council's permission, the new house would be just a little further in and then west of the historic home. He said his wife and himself have already met with an architect for the vision for the house and the designs. Mayor Pro Tem Casey asked how close to the Lincoln place he is planning to place the new home, is it 100 ft, 500 ft, and where he is in the process with that. Mr. Abro responded that where the house is now, approximately 180 ft further in, and then the house would have about 40 feet in distance from their closest points east to west. Mayor Pro Tem Casey asked if he has talked to his neighbors and if they are comfortable with it, because there are some neighbors that haven't experienced a house where he talked about putting it, because his lot is so wooded. Mr. Abro said yes, everyone he had talked to. He added that in 2008, the five acres were proposed to be split into a subdivision to six lots called the 'Rushmore'. He said the woman who had the property before him had the preapproval to do so, site plans, surveys done, and the neighbors hated the idea of having a subdivision in their back yard. Omar added that he has grown close to his neighbors who love seeing the historic farm in their backyard that is well taken care of. He said it is 182 years old and thought it would be a shame to see it go away. Mayor Pro Tem Casey responded that one of the things just looking at the sketch that it was hard to understand what his vision was for how he was going to place a new house on the split. She added that he has done a lot of due diligence and thanked him for that. Mayor Pro Tem Casey added that she appreciated that he is trying to maintain, even though it may or may not have historical marker to it, and that can be something he proceeds with getting depending on the true history, a historic building in Novi.

Mayor Fischer asked the City Manager and City Department Staff if there were any concerns from a public safety perspective of accessing a structure in the back, or any other kind of right of way considerations that the City has. City Manager Cardenas added that that would be taken into account when site plans and designs are presented. He said there are several other lots in the City that have that kind of long

driveway, that the public safety team has addressed. Charles Boulard, Community Development Director, said the maximum setback from the street is going to be the same whether there's two houses, or one. The rear setback and so on, will be the same. He said whether the house that is there is removed, a house could still be built at the back of the property, just as it could be on the new parcel that would be carved out. Mayor Fischer asked that if the split is approved, will all other setbacks and requirements under the zoning ordinance be required in the construction of the new home. Boulard said that unless the zoning board of appeals granted otherwise, yes that would be correct. Mayor Fischer clarified that if the five acres is split, the lots will be a little less than one acre and a little more than four acres. Boulard affirmed that statement is correct. Mayor Fischer said he doesn't see any reason why the council wouldn't go forward with this. He said he thinks that in order to preserve the and keep the old Lincoln place, as well as utilize the lot, it is large enough for two homes to be there without much detriment to the neighbors.

CM 24-02-26 Moved by Smith, seconded by Thomas: MOTION CARRIED: 6-1

Approval of variance relief from the depth-to-width ratio required in Chapter 38 of the City Code, Subdivision of Land, in order to allow a land division related to parcel 50-22-33-100-009, located at 47133 Nine Mile Road, that would result in two separate parcels, one of which would exceed the permitted 3 to 1 ratio, because the applicant has established a practical difficulty that would prohibit use of a significant portion of the parcel without destruction of a historic structure, because preservation of that structure is a benefit to the City and valuable public good, and because the relief does not impair the intent and purpose of the Subdivision of Land requirements as both parcels are of appropriate size and configuration for the area.

Roll call vote on CM 24-02-26

**Yeas: Heintz, Smith, Thomas, Fischer, Casey,
Gurumurthy
Nays: Staudt**

- 2. Consideration of approval to award the construction contract to T&M Asphalt Paving, Inc., the low bidder, for the Meadowbrook Commons and Wildlife Woods Pickleball and Parking Expansion project, in the amount of \$1,116,150.75 and amend the budget.**

City Manager Cardenas said that the timing of this project will be determined after a preconstruction meeting. He added that the intent is to start the projects in the Spring, but will all be dependent on weather, including the asphalt plant opening schedule and the contractor schedule. He said to also note that the Wildlife Woods Park will be closed during construction. Parks Recreation and Cultural services have blocked shelter rentals and are not scheduling any pickleball programs on the existing courts due to the scope of the construction work. As it relates to restroom facilities, over at Meadowbrook

Commons a pad to house a temporary restroom has been incorporated and if a need persists, a permanent restroom can be constructed at that site at a later date.

Member Staudt asked when the project will begin. City Manager Cardenas said that it will be when they meet with the contractor, if it is approved tonight, and determine the schedule there about weather, and when the asphalt plants open to pave. The hope is for Spring. Member Staudt asked how long the project is anticipated to last. City Manager Cardenas responded possibly two to three months. Member Staudt asked why the project won't be done at the end of the summer as opposed to doing it during the maximum use period. He noted that this project would shut down the only public pickleball courts in the City during May, June and July. Jeff Muck, Director of Parks, Recreation & Cultural Services, said they have wanted to get this project done as quickly as possible, and it has been a long time coming. He said there have been a lot of requests for pickleball courts, so the sooner we can get both projects done the faster they are back open. Member Staudt said that that is certainly one way of looking at it, but another way of looking at it is starting at the end of the season, and letting the people have their three or four months of summer and have construction from August through October. Jeff added that another intent is to get ahead on the contractor's schedules, with no risk of further delays as their schedules start booking up later into the summer and fall. Member Staudt asked when the pickleball courts at Meadowbrook Commons will get done. Director Muck said they have to meet with the contractor and find out if they want to do them consecutively or one after the other. Member Staudt said he is still questioning the idea of building one at Meadowbrook Commons so that when we move on to the next one there, it is open until Meadowbrook Commons is done and people can use it. Director Muck offered that if that is the Council's prerogative, that can be a conversation the city has with the contractor. Member Staudt states that the Council is the deciding body and tells the contractor when they are going to do the work, and that he would like to have a much clearer idea of shutting down a major park, and a major amenity in the city during prime season.

Mayor Pro Tem Casey echoed the comments from Member Staudt about separating out the timing. She understood the efficiency of wanting to get it all done at once, but the points about shutting down Wildlife Woods and eliminating the use of the pickleball courts during the summer were wise. She said that if there is a way to work with the contractor, do Meadowbrook Commons first, then come August or September, you can tackle Wildlife Woods Park.

Mayor Fischer added that it is in the best interest and the direction of where the Council is going to keep some of the pickleball courts open. He added that he has heard from residents at Meadowbrook Commons about people who would be at the pickleball courts utilizing their facilities and entering their building. He said he knows that it is already on the radar and hopes that it will continue to be. He said there is nice land there and we are making great use of it. That it is being partly funded by grant funding, so it is a great idea and concept in adding that amenity there. He said we should embrace that. On the flip side, also recognize that there are concerns, and that Director Muck is doing a good job of balancing both of those.

CM 24-02-27 Moved by Casey, seconded by Thomas: MOTION CARRIED: 7-0

Approval to award the construction contract to T&M Asphalt Paving, Inc., the low bidder, for the Meadowbrook Commons and Wildlife Woods Pickleball and Parking Expansion project, in the amount of \$1,116,150.75 and amend the budget.

Roll call vote on CM 24-02-27

**Yeas: Smith, Staudt, Thomas, Fischer, Casey,
Gurumurthy, Heintz**

Nays: None

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS:

1. Older Adult Needs Committee

Mayor Pro Tem Casey said that the committee met at 5:30 pm that evening. The committee met to start formalizing what their recommendation will be for the Council. They are making good progress towards wrapping up their final proposal to Council and looking forward to what comes next for the Older Adult Needs committee going forward.

MAYOR AND COUNCIL ISSUES: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:42 P.M.

Cortney Hanson, City Clerk

Justin Fischer, Mayor

Transcribed by Alyssa Craigie,
Administrative Assistant

Date approved: March 4, 2024



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Approval of the final payment to Fonson Company, Inc. for the Lakeshore Park Pedestrian Tunnel Replacement project, in the amount of \$30,134.74, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 6,327.00 (expense) CIP FUND \$ 8,473.00 (expense) DRAIN FUND \$ 2,542.40 (retainage) CIP FUND <u>\$ 12,795.34 (retainage) DRAIN FUND</u> \$ 30,134.74 TOTAL
AMOUNT BUDGETED	\$ 82,554.00 CIP FUND \$ 15,250.00 DRAIN FUND
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	401-752.00-977.038 CIP FUND 211-445.00-977.038 DRAIN FUND

BACKGROUND INFORMATION:

The pedestrian tunnel, which crosses under South Lake Drive to the beach at Lakeshore Park, needed replacement. The project consisted of removing the existing tunnel and replacing it with a new precast concrete culvert with headwalls and cast-in-place wingwalls. The project also required a reconstruction of South Lake Drive and elements immediately surrounding the tunnel, such as fence, retaining wall, guardrail, and sidewalk. Lockable gates were installed on either side of the tunnel. To avoid long lead times, the precast concrete culvert was ordered in conjunction with the design award that went to the City Council on June 20, 2022.

The construction contract was approved at the January 23, 2023, City Council meeting to Fonson Company, Inc., in the amount of \$601,961.00. Staff worked with the engineering consultant for this project, AECOM-Great Lakes, to review and verify the final contract payment amount of \$30,134.74 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in acceptable form (Beth Saarela, February 6, 2024).

There were four (4) approved change orders issued resulting in an overall increase of \$11,428.11 or 1.9% over the awarded amount. This approved change order resulted in a final contract price of \$613,389.11.

RECOMMENDED ACTION: Approval of the final payment to Fonson Company, Inc., for the Lakeshore Park Pedestrian Tunnel Replacement project, in the amount of \$30,134.74, plus interest earned on retainage.

Lakeshore Park Tunnel Replacement - Location Map



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

0 0.075 0.15 0.3 0.45
mi

1 inch = 752 feet



Map Print Date:
1/30/2023



City of Novi

45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Lakeshore Park Tunnel

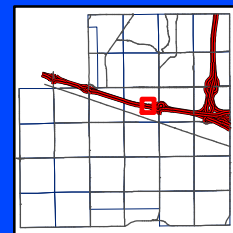
Location Map



Map Author: Jokic
Date: 06/08/2022
Project: Lakeshore Park Tunnel
Version #: 1.0

MAP INTERPRETATION NOTICE

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City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



0 5 10 20 30
Feet
1 inch = 42 feet

LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT



Before – Park side (south)



After – Park side (south)



Before – Inside tunnel



After – Inside tunnel



Before – Beach side (north)



After – Beach side (north)

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 6, 2024

Aaron Staup, Construction Engineering Coordinator
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: Lakeshore Park Pedestrian Tunnel Replacement – Fonson Company, Inc.

Dear Mr. Staup:

We have received and reviewed closing documents for the Lakeshore Park Pedestrian Tunnel Replacement Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety to Final Payment
5. Maintenance Bond

The closing documents appear to be in order. The Maintenance Bond in the original project amount is sufficient for the final contract amount. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Sheet 1 of 6

Balance Due This Payment = \$ 30,134.74

PURCHASE ORDER NO.

97246

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT:	LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT	NOVI PROJECT NO.:	23-8101	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	AECOM-Great Lakes 39575 Lewis Drive, Suite 400 Novi, Michigan 48377 (248) 204-5900	CONTRACTOR:	Fonson Company, Inc. 7644 Whitmore Lake Road Brighton, Michigan 48116 (810) 217-4528
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$601,961.00	ORIGINAL:	June 9, 2023	FROM:	November 16, 2023
REVISED:	\$613,389.11	REVISED:		TO:	January 26, 2024
		ACTUAL:			

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - C.I.P. ITEMS 401-752.00-977.038 Description of Item	Unit	CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
			Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1 - CIP Items	CD	30.00	\$ 800.00	\$ 24,000.00	30.00	\$ 800.00	\$ 24,000.00				19.25	\$ 15,400.00	64%
0	Crew Days - Division 2 - Drains	CD	40.00	\$ 800.00	\$ 32,000.00	40.00	\$ 800.00	\$ 32,000.00				32.25	\$ 25,800.00	81%
0	Crew Days - Division 3	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 4	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
0	Crew Days - Division 5	CD	0.00	\$ 800.00		0.00	\$ 800.00	\$ -				0.00		
	TOTAL CREW DAYS		70.00	\$ 800.00	\$ 56,000.00	70.00	\$ 800.00	\$ 56,000.00	0.00			51.50	\$ 41,200.00	74%
1	Mobilization (10%)	LS	1.00	\$ 25,698.43	\$ 25,698.43	1.00	\$ 25,698.43	\$ 25,698.43				1.00	\$ 25,698.43	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$ 725.00	\$ 725.00	1.00	\$ 725.00	\$ 725.00				1.00	\$ 725.00	100%
3	Maintaining Traffic	LS	1.00	\$ 4,907.59	\$ 4,907.59	1.00	\$ 4,907.59	\$ 4,907.59				1.00	\$ 4,907.59	100%
4	Tree & Stump, Rem, 6-inch to 18-inch	EA	2.00	\$ 500.00	\$ 1,000.00	1.00	\$ 500.00	\$ 500.00				1.00	\$ 500.00	100%
5	HMA Surface, Remove	SY	243.00	\$ 12.00	\$ 2,916.00	243.00	\$ 12.00	\$ 2,916.00				243.00	\$ 2,916.00	100%
6	Sidewalk, Remove	SY	102.00	\$ 16.00	\$ 1,632.00	102.00	\$ 16.00	\$ 1,632.00				102.00	\$ 1,632.00	100%
7	Guardrail, Remove	LF	94.00	\$ 12.00	\$ 1,128.00	94.00	\$ 12.00	\$ 1,128.00				94.00	\$ 1,128.00	100%
8	Hand Rail, Remove	LF	104.00	\$ 9.00	\$ 936.00	104.00	\$ 9.00	\$ 936.00				104.00	\$ 936.00	100%
9	Subgrade Undercutting, Special 1x3	CY	100.00	\$ 67.00	\$ 6,700.00	29.85	\$ 67.00	\$ 2,000.00				29.85	\$ 2,000.00	100%
10	Roadway Grading	STA	0.83	\$ 4,923.00	\$ 4,086.09	0.83	\$ 4,923.00	\$ 4,086.09				0.83	\$ 4,086.09	100%
11	Erosion Control, Silt Fence	LF	500.00	\$ 3.00	\$ 1,500.00	198.00	\$ 3.00	\$ 594.00				198.00	\$ 594.00	100%
12	Agg Base, 21AA, Limestone, 9-inch	SY	288.00	\$ 18.00	\$ 5,184.00	257.20	\$ 18.00	\$ 4,629.60				257.20	\$ 4,629.60	100%
13	Tensar, TX5 Geogrid	SY	288.00	\$ 9.00	\$ 2,592.00	183.73	\$ 9.00	\$ 1,653.57				183.73	\$ 1,653.57	100%
14	HMA, 3EML	TON	45.00	\$ 240.00	\$ 10,800.00	39.40	\$ 240.00	\$ 9,456.00				39.40	\$ 9,456.00	100%
15	HMA, 5EML	TON	45.00	\$ 380.00	\$ 17,100.00	45.71	\$ 380.00	\$ 17,369.80				45.71	\$ 17,369.80	100%
16	Shoulder, Cl II, 6-inch	SY	11.00	\$ 67.00	\$ 737.00	11.00	\$ 67.00	\$ 737.00				11.00	\$ 737.00	100%
17	DPS Structure Cover, Adj, Case 1	EA	1.00	\$ 872.00	\$ 872.00	1.00	\$ 872.00	\$ 872.00				1.00	\$ 872.00	100%
18	DPS Structure Cover, Adj, Case 2	EA	1.00	\$ 254.00	\$ 254.00	0.00	\$ 254.00	\$ -				0.00		
19	Sidewalk, Conc, 4-inch	SF	1703.00	\$ 10.00	\$ 17,030.00	2048.00	\$ 10.00	\$ 20,480.00				2048.00	\$ 20,480.00	100%
20	Galvanized Hand Rail	LF	91.00	\$ 205.00	\$ 18,655.00	93.90	\$ 205.00	\$ 19,249.50				93.90	\$ 19,249.50	100%
21	Guardrail Apprch Terminal, Type 2M	EA	1.00	\$ 6,475.00	\$ 6,475.00	1.00	\$ 6,475.00	\$ 6,475.00				1.00	\$ 6,475.00	100%
22	Guardrail, Type MGS-8	LF	35.00	\$ 111.00	\$ 3,885.00	35.00	\$ 111.00	\$ 3,885.00				35.00	\$ 3,885.00	100%
23	Surface Restoration	LS	1.00	\$ 7,504.76	\$ 7,504.76	1.00	\$ 7,504.76	\$ 7,504.76				1.00	\$ 7,504.76	100%
24	Sign, Type III, Erect, Salvage	EA	4.00	\$ 75.00	\$ 300.00	0.00	\$ 75.00	\$ -				0.00		

TOTAL THIS SHEET

\$ 142,617.87

\$ 137,435.34

\$ -

\$ 137,435.34

100%

**26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659**

PROJECT: LAKESHORE PARK PEDESTRIAN
TUNNEL REPLACEMENT

NOVI PROJECT NO.:	23-8101
CIP NO.:	N/A

PAYMENT NO.:	FINAL
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COST OF COMPLETED WORK TO DATE

[illegible]

**26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659**

PROJECT: LAKESHORE PARK PEDESTRIAN
TUNNEL REPLACEMENT

NOVI PROJECT NO.: 23-8101
CIP NO.: N/A

PAYMENT NO.: FINAL

COST OF COMPLETED WORK TO DATE

	DIVISION 2 - DRAINS 211-445.00-977.038		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
Item No.	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
41	Mobilization (10%)	LS	1.00	\$ 34,065.36	\$ 34,065.36	1.00	\$ 34,065.36	\$ 34,065.36				1.00	\$ 34,065.36	100%
42	Maintaining Traffic	LS	1.00	\$ 6,505.41	\$ 6,505.41	1.00	\$ 6,505.41	\$ 6,505.41				1.00	\$ 6,505.41	100%
43	Structures, Remove	LS	1.00	\$ 17,632.91	\$ 17,632.91	1.00	\$ 17,632.91	\$ 17,632.91				1.00	\$ 17,632.91	100%
44	Aggregate, 6A	CY	8.00	\$ 160.00	\$ 1,280.00	0.00	\$ 160.00	\$ -				0.00	\$ -	
45	Excavation, Foundation	CY	1911.00	\$ 19.00	\$ 36,309.00	1911.00	\$ 19.00	\$ 36,309.00				1911.00	\$ 36,309.00	100%
46	Backfill, Structure, CIP	CY	1061.00	\$ 46.00	\$ 48,806.00	1061.00	\$ 46.00	\$ 48,806.00				1061.00	\$ 48,806.00	100%
47	Culv, Precast, 10x8, Install	LF	62.00	\$ 2,310.00	\$ 143,220.00	62.00	\$ 2,310.00	\$ 143,220.00				62.00	\$ 143,220.00	100%
48	Culv, Bedding, Box Culvert	CY	86.00	\$ 106.00	\$ 9,116.00	85.90	\$ 106.00	\$ 9,105.40				85.90	\$ 9,105.40	100%
49	Water Main Protection Cradle	LS	1.00	\$ 4,452.00	\$ 4,452.00	1.00	\$ 4,452.00	\$ 4,452.00				1.00	\$ 4,452.00	100%
50	Membrane, Preformed Waterproofing	SF	1922.00	\$ 4.75	\$ 9,129.50	1922.00	\$ 4.75	\$ 9,129.50				1922.00	\$ 9,129.50	100%
51	Joint Waterproofing	SF	45.00	\$ 60.00	\$ 2,700.00	0.00	\$ 60.00	\$ -				0.00	\$ -	
52	Underdrain, Foundation, 4-inch	LF	272.00	\$ 10.00	\$ 2,720.00	257.00	\$ 10.00	\$ 2,570.00				257.00	\$ 2,570.00	100%
53	Pipe Sleeve, 8-inch	LF	2.00	\$ 137.00	\$ 274.00	2.00	\$ 137.00	\$ 274.00				2.00	\$ 274.00	100%
54	Dr Structure, 60-inch Dia, Special	EA	1.00	\$ 5,560.00	\$ 5,560.00	1.00	\$ 5,560.00	\$ 5,560.00				1.00	\$ 5,560.00	100%
55	Dr Structure Cover, Type Q	EA	1.00	\$ 665.00	\$ 665.00	1.00	\$ 665.00	\$ 665.00				1.00	\$ 665.00	100%
56	Slotted Drain	LF	21.00	\$ 156.00	\$ 3,276.00	21.00	\$ 156.00	\$ 3,276.00				21.00	\$ 3,276.00	100%
57	Underdrain, Subbase, 6-inch	LF	203.00	\$ 15.00	\$ 3,045.00	203.00	\$ 15.00	\$ 3,045.00				203.00	\$ 3,045.00	100%
58	Curb and Gutter, Remove	LF	86.00	\$ 8.00	\$ 688.00	102.00	\$ 8.00	\$ 816.00				102.00	\$ 816.00	100%
59	Underdrain, Subgrade, O-G, 6-inch	LF	183.00	\$ 21.00	\$ 3,843.00	165.00	\$ 21.00	\$ 3,465.00				165.00	\$ 3,465.00	100%
60	Curb and Gutter, Conc, Det F2	LF	86.00	\$ 65.00	\$ 5,590.00	102.00	\$ 65.00	\$ 6,630.00				102.00	\$ 6,630.00	100%
TOTAL FROM THIS SHEET					\$ 338,877.18		\$ 335,526.58		\$ -		\$ 335,526.58			
TOTAL FROM OTHER SHEETS					\$ 263,083.82		\$ 243,548.09		\$ -		\$ 243,548.09			
SUBTOTAL					\$ 601,961.00		\$ 579,074.67		\$ -		\$ 579,074.67			100%



CITY OF NOVI

Sheet 4 of 6

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
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APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN
TUNNEL REPLACEMENT

NOVI PROJECT NO.: 23-8101
CIP NO.: N/A

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.					COST OF COMPLETED WORK TO DATE								
Item No.	Description of Item	Unit			NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
61	Fence, Chain Link, 72-inch (Black Vinyl)	LF	1	401-752.00-977.038	181.00	\$ 72.45	\$ 13,113.45				181.00	\$ 13,113.45	100%
62	Lockable Gate (Black Vinyl)	EA	1	401-752.00-977.038	2.00	\$ 2,766.75	\$ 5,533.50				2.00	\$ 5,533.50	100%
63	Conc Surface Coating	SY	2	211-445.00-977.038	157.30	\$ 76.78	\$ 12,077.49				157.30	\$ 12,077.49	100%
64	Interior Culvert Joint Caulking	LS	2	211-445.00-977.038	1.00	\$ 2,600.00	\$ 2,600.00				1.00	\$ 2,600.00	100%
65	Bolt Cutting and Wall Removal	LS	2	211-445.00-977.038	1.00	\$ 990.00	\$ 990.00				1.00	\$ 990.00	100%
66			0	0	0.00	\$ -	\$ -				0.00	\$ -	
67			0	0	0.00	\$ -	\$ -				0.00	\$ -	
68			0	0	0.00	\$ -	\$ -				0.00	\$ -	
69			0	0	0.00	\$ -	\$ -				0.00	\$ -	
70			0	0	0.00	\$ -	\$ -				0.00	\$ -	
71			0	0	0.00	\$ -	\$ -				0.00	\$ -	
72			0	0	0.00	\$ -	\$ -				0.00	\$ -	
73			0	0	0.00	\$ -	\$ -				0.00	\$ -	
74			0	0	0.00	\$ -	\$ -				0.00	\$ -	
75			0	0	0.00	\$ -	\$ -				0.00	\$ -	
76			0	0	0.00	\$ -	\$ -				0.00	\$ -	
77			0	0	0.00	\$ -	\$ -				0.00	\$ -	
78			0	0	0.00	\$ -	\$ -				0.00	\$ -	
79			0	0	0.00	\$ -	\$ -				0.00	\$ -	
80			0	0	0.00	\$ -	\$ -				0.00	\$ -	
81			0	0	0.00	\$ -	\$ -				0.00	\$ -	
82			0	0	0.00	\$ -	\$ -				0.00	\$ -	
83			0	0	0.00	\$ -	\$ -				0.00	\$ -	
84			0	0	0.00	\$ -	\$ -				0.00	\$ -	
85			0	0	0.00	\$ -	\$ -				0.00	\$ -	
86			0	0	0.00	\$ -	\$ -				0.00	\$ -	
87			0	0	0.00	\$ -	\$ -				0.00	\$ -	
88			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 34,314.44		\$ -			\$ 34,314.44	
TOTAL FROM OTHER SHEETS						\$ 601,961.00	\$ 579,074.67		\$ -			\$ 579,074.67	
GRAND TOTAL						\$ 601,961.00	\$ 613,389.11		\$ -			\$ 613,389.11	100%



CITY OF NOVI

Sheet 5 of 6

PURCHASE ORDER NO.

97246

26300 Lee BeGole Dr.

Novi, Michigan 48375

Tel: (248) 347-0454

Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT
NOVI PROJECT NO.: 23-8101
CIP NO.: N/A
PAYMENT NO.: FINAL

Original Contract Amount: \$ 601,961.00

Change Orders: \$ 11,428.11

Adjusted Contract Amount to Date: \$ 613,389.11

Total Cost of Work Performed to Date: \$ 613,389.11

MINUS Retainage: \$ 0%

MINUS Inspection "Crew Days": To Date \$ 51.50

Net Amt. Earned of Contract and Extra Work to Date: This Pay \$ 0.00

MINUS L.D.'s: # of days over = \$ -

\$ amount/day = \$1,300

Subtotal: \$ 613,389.11

ADD Incentive "Crew Days", if under: \$ 14,800.00

Subtotal: \$ 628,189.11

MINUS Amount of Previous Payments: \$ 598,054.37

1 \$ 218,609.37
2 \$ 93,816.82
3 \$ 180,546.68
4 \$ 54,154.42
5 \$ 30,732.49
6 \$ 940.50
7 \$ 3,919.36
8 \$ 15,334.73
9 \$ -
10 \$ -

BALANCE DUE THIS PAYMENT: \$ 30,134.74

CHANGE ORDERS

No.	Date	Amount
1	May 2, 2023	\$ 22,157.24
	May 18, 2023	\$ 2,754.50
3	June 30, 2023	\$ 990.00
4	September 18, 2023	\$ (14,473.63)
5		
6		
7		
8		
9		
10		

TOTAL: \$ 11,428.11

Inspection "Crew Days" Allowed per Contract:	70.00
Additional "Crew Days" per Change Orders:	0.00
Total Inspection "Crew Days" Allowed:	70.00
Inspection "Crew Days" Used to Date:	51.50
Inspection "Crew Days" Remaining:	18.50



CITY OF NOVI

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT:	LAKESHORE PARK PEDESTRIAN TUNNEL REPLACEMENT	NOVI PROJECT NO.:	23-8101	PAYMENT NO.:	FINAL
		CIP NO.:	N/A		

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CITY OF NOVI

Aaron J. Staup, Construction Engineer
Electronic Signature Certification

Fonson Company, Inc.
CONTRACTOR - Electronic Signature Certification

AECOM-Great Lakes
CONSULTANT - Electronic Signature Certification

- ☐ All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

BOND NO. 276951Q

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of
Architects, AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:

(Name and address)

City of Novi - Engineering Division
26300 Lee Begole Drive
Novi, MI 48375

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Lakeshore Park Tunnel Replacement

PROJECT:

(Name and address)

Lakeshore Park Tunnel Replacement

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH

, SURETY,

on bond of

(Insert name and address of Contractor)

Fonson Company, Inc.
7644 Whitmore Lake Rd
Brighton, MI 48116

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Novi - Engineering Division
26300 Lee Begole Drive
Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 7, 2023

(Insert in writing the month followed by the numeric date and year.)

Attest:

Ryan Foley
Witness Ryan Foley

Westfield Insurance Company

(Surety)

Theresa J Foley
(Signature of authorized representative)

Theresa J Foley

Attorney-in-Fact

(Printed name and title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/30/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2140082 03

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JUDY K. WILSON, VICKI S. DUNCAN, KRISTIE A. PUDVAN, SUSAN E. HURD, NICHOLAS R. HYLANT, MICHAEL SCHATZ,
KATHY S. ZACK, JENNIFER A. JAROSZ, JAMIE M. LAURENCELLE, SARAYU S. NAIR, THERESA J. FOLEY, JOINTLY OR
SEVERALLY

of ANN ARBOR and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of JUNE A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 30th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of December A.D., 2023.



Frank A. Carrino, Secretary

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Fonson Company, Inc.

hereinafter called the "Principal", and Westfield Insurance Company

P.O. Box 5001, Westfield Center, Ohio 44251-5001

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of Six Hundred Fifty Seven Thousand
Nine Hundred Sixty One and 00/100----- Dollars (\$ 657,961.00)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____
day of _____, for the construction of

Lakeshore Park Tunnel Replacement

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a *one* (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise



CITY OF NOVI

required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed This 3rd day of February, 2023

In the Presence of:

(insert CONTRACTOR's name)

WITNESS

Tom AB
Mike JH

Fonson Company, Inc.

Principal

Title General Manager

WITNESS

Ryan Foley
Ryan Foley

Thomas J Foley
Thomas J Foley

Kristie A Pudvan
Kristie A Pudvan

276951Q
Bond No.

(insert Surety name)

Westfield Insurance Company

Surety

Theresa J Foley
Title Theresa J Foley, Attorney-In-Fact

P.O. Box 5001

Address of Surety

Westfield Center, OH 44251-5001

City

Zip Code



CITY OF NOVI



CONTRACTORS SWORN STATEMENT

The general contractor must execute this Sworn Statement. Prior to execution, the general contractor shall on Schedule B of this Sworn Statement list the names of all persons, firms, or corporations engaged by the General Contractor to furnish services, equipment, labor and/or materials in connection with the work performed on the premises including the type of work materials furnished by each.

The examining attorney shall verify that every person or firm listed in Schedule B has properly executed appropriate waivers of lien prior to issuance of any final payments.

STATE OF MICHIGAN

COUNTY OF Livingston

The undersigned, being duly sworn, on oath deposes and says that (s)he is the

Project Manager of the Fonson Company, Inc.
(Title) (Firm Name)

the contractor employed by the City of Novi to furnish labor and materials for the

Lakeshore Park Tunnel Replacement
(Description of Improvement)

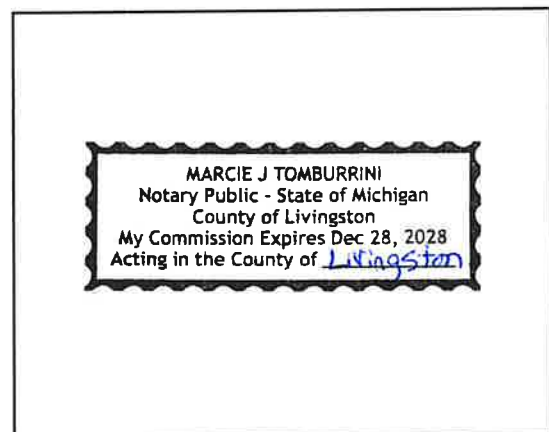
located at: Novi, MI

The total amount of the contract is \$613,389.12 of which I have received payment of \$582,719.66 prior to this payment; that the persons, firms, and corporations engaged by the undersigned to have furnished services, equipment, labor and/or materials in the construction or repair of the improvements on the premises; that the dollar amount set opposite each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said premises; that as of this date, all work to be performed with respect to said premises by the undersigned or any suppliers or subcontractors of the undersigned or any persons, firms, or corporations named in the Schedule B of this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed on said Schedule B) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done or to be done in connections with said work other than the stated on Schedule B. There are no chattel mortgages, personal property leases, conditional sale contracts or any other agreements given are now outstanding as to nay fixtures, equipment, appliances or materials placed upon or installed in or upon the aforementioned premises or improvements thereon. All waivers are true, correct, and genuine and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable; to defeat the validity of said waivers.

Signed this 8 day of December, 2023
Name: [Signature]
(individual/corporation/partnership)
By: PROJECT MANAGER Attest: [Signature]
(Title) (Title) Jannah Rameknecht, witness
Subscribed and sworn to before me this 8th day of December, 2023
Notary Public: Marcie J Tomburrini

NOTARY SEAL



SCHEDULE B - CONTRACTORS SWORN STATEMENT

Name of Subcontracting Firm	Type of Labor & Material Furnished	Amount of Contract	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
Asphalt Specialists	Asphalt Paving	\$31,825.80	\$31,825.80	\$0.00	0.0%	\$0.00
Finishing Touch Photo & Video	Video Taping	\$725.00	\$725.00	\$0.00	0.0%	\$0.00
Exo Contracting	Misc. Sub	\$4,266.00	\$4,266.00	\$0.00	0.0%	\$0.00
Future Fabricating	Fencing and Gates	\$19,249.50	\$19,249.50	\$0.00	0.0%	\$0.00
Future Fence Company	Fencing and Gates	\$37,652.00	\$37,652.00	\$0.00	0.0%	\$0.00
GM & Sons, Inc.	Concrete Curbs and Walks	\$31,000.00	\$31,000.00	\$0.00	0.0%	\$0.00
PK Contracting	Pavement Markings	\$2,132.46	\$2,132.46	\$0.00	0.0%	\$0.00
Smith's Waterproofing	Misc. Sub	\$12,904.50	\$12,904.50	\$0.00	0.0%	\$0.00
Spartan Barricading & TCI	Traffic Control Barricades	\$4,262.78	\$4,262.78	\$0.00	0.0%	\$0.00
Timmer Construction Co.	Concrete Foundateions	\$87,680.00	\$87,680.00	\$0.00	0.0%	\$0.00
TOTALS		\$231,698.04	\$231,698.04	\$0.00		\$0.00

RECAPITULATION

Amount of Original Contract: \$601,961.00

Work Completed to Date: \$613,389.11

Plus: Extras to Contract: \$25,901.74

Less: Total Retainage: \$15,334.73

Total: Contract plus Extras: \$627,862.74

Less: Amount Previously Paid: \$598,054.38

Less: Credits to Contract: \$14,473.63

Less: Amount of this Request: \$15,334.73

Total: Adjusted Contract: \$613,389.11

Total Balance Due: \$15,334.73



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: November 27, 2023

Diane Palazzola
(Signature of Lien Claimant)

Diane Palazzola

(Printed Name of Lien Claimant)

Credit Manager

(Title of Lien Claimant)

Company Name: Asphalt Specialists, LLC

Address: 1780 E. Highwood, Pontiac, MI 48340

Telephone: 248-334-4570

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

23060

My/our contract with Fonson Company, Inc. to provide labor and/or materials
for the improvement to the property described as

Lakeshore Park Tunnel

Job # 23918

having been fully paid and satisfied, all my/our construction lien rights against
such property are hereby waived and released.



By: Finishing Touch Photo & Video*

C. Hurley
(signature of lien claimant)

C. HURLEY
(printed name of lien claimant)

Signed on: 10/13/23

25095 25 Mile Road
Chesterfield, MI 48051

Phone: (586) 749-3340

Fax: (586) 749-3340

Please fax or email executed waiver to:

Fonson Company, Inc.

Fax: 810-231-5404

ap@fonsoninc.com



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

Labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 9-18-23

Costandinia
Paliotheodoros

Digitally signed by Costandinia
Paliotheodoros
Date: 2023.09.18 13:29:15 -04'00'

(Signature of Lien Claimant)

Costandinia Paliotheodoros

(Printed Name of Lien Claimant)

Vice President

(Title of Lien Claimant)

Company Name: Exo Contracting, Inc.

Address: 18902 Quarry Road, Riverview, MI 48193

Telephone: 734-283-7187

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

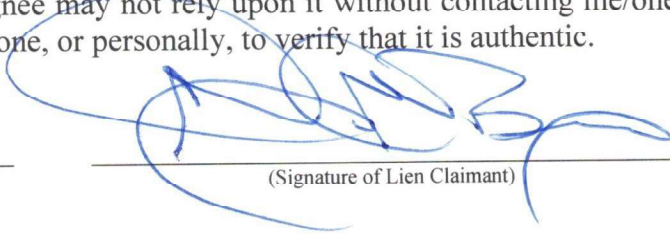
labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12/6/23


(Signature of Lien Claimant)

Larry L. Berry
(Printed Name of Lien Claimant)

Contract Administrator
(Title of Lien Claimant)

Company Name: Future Fabricating

Address: 23450 Regency Park Drive, Warren, MI 48089

Telephone: 586-755-0900

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

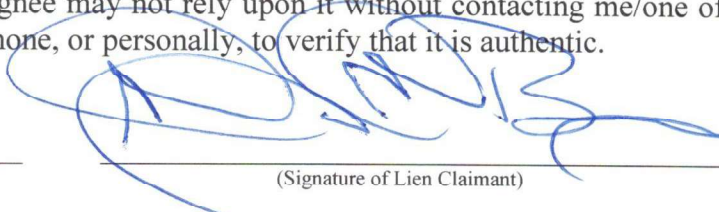
labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 12/6/23


(Signature of Lien Claimant)

Larry L. Berry
(Printed Name of Lien Claimant)

Contract Administrator
(Title of Lien Claimant)

Company Name: Future Fence Company

Address: 23450 Regency Park Drive, Warren, MI 48089

Telephone: 586-755-0900

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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Signed on: 11/27/2023

(Signature of Lien Claimant)

Hugo Gallegos

(Printed Name of Lien Claimant)

Vice President

(Title of Lien Claimant)

Company Name: GM & Sons, Inc.

Address: 46900 West Road, Novi, MI 48377

Telephone: 248-956-7939

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



✓ FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 9/19/23

Holly Haines
(Signature of Lien Claimant)

Holly Haines
(Printed Name of Lien Claimant)

Agent
(Title of Lien Claimant)

Company Name: PK Contracting

Address: 1965 Barrett Drive, Troy, MI 48084

Telephone: 248-362-2130

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 11/28/2023

Sandra Lorion
(Signature of Lien Claimant)

Sandra Lorion

(Printed Name of Lien Claimant)

Agent

(Title of Lien Claimant)

Company Name: Smith's Waterproofing LLC

Address: 3821 Van Dyke, Almont, MI 48003

Telephone: 810-798-2371

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

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Signed on: 10/17/23 [Signature]
(Signature of Lien Claimant)
[Printed Name]
(Printed Name of Lien Claimant)
U.S.
(Title of Lien Claimant)

Company Name: Spartan Barricading & Traffic Control Inc

Address: 781 Hull Rd, Mason, MI 48854

Telephone: 517-244-1500

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel TCC Job# 2022-062
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a Notice of Furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: September 19, 2023

Nannette Edgil

Digitally signed by Nannette Edgil
DN: cn=Nannette Edgil, gn=Nannette Edgil c=US, United States
e=nannette@timmerconstruction.com
Reason: I am approving this document
Location:
Date: 2023-09-19 08:37:04:00

(Signature of Lien Claimant)

Nannette Edgil

(Printed Name of Lien Claimant)

Bookkeeper

(Title of Lien Claimant)

Company Name: Timmer Construction Company

Address: 30670 W. Eight Mile Road, Farmington Hills, MI 48336

Telephone: 248-478-9400

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



FULL UNCONDITIONAL WAIVER OF LIEN

My/our contract with Fonson Company, Inc. to provide
(Prime Contracting Party)

labor and/or materials for the improvement of the property
(Type of service)

described as Job #23918 Lakeshore Park Tunnel
(Project Name)

having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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Signed on: 9-19-23

Jay Gorman
(Signature of Lien Claimant)

Jay Gorman
(Printed Name of Lien Claimant)

Office mgr
(Title of Lien Claimant)

Company Name: CHOP Procare Tree Service

Address: 1505 Steele Avenue SW, Grand Rapids, MI 49507

Telephone: 616-583-9821

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Consideration of approval to award engineering services to OHM Advisors for the preparation of Novi Ice Arena HVAC Replacement Project, in the amount of \$44,000.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

EXPENDITURE REQUIRED	\$ 44,000
AMOUNT BUDGETED	\$ 205,330
APPROPRIATION REQUIRED	\$ 44,000
LINE ITEM NUMBER	570-000.00-976.149

BACKGROUND INFORMATION:

The HVAC system at the Novi Ice Arena, located at 42400 Nick Lindstrom Drive, dates to the original construction in 1998. The system is in need of replacement based on recent equipment failures in the make up air units, the dehumidification unit for the ice areas, and ventilation for the locker rooms. Replacement will also gain greater energy efficiency for the Ice Arena.

The units are currently located in an open roof equipment courtyard. This equipment includes one (1) gas fired makeup unit for the locker rooms, one (1) desiccant dehumidifier with energy recovery and gas fired reactivation and two (2) gas fired duct heaters for temperature control of each ice arena. Replacement of the exterior ductwork within this area is necessary due to its condition. A new access ladder will be constructed to provide permanent access to the mechanical room. The existing roof of the mechanical courtyard is in need of repairs or resealing after equipment removal.

Due to the scope and complexity of the project, City staff engaged with OHM Advisors to provide engineering services. The proposal to provide preliminary and final design and bidding assistance is included in this packet. A proposal for construction oversight will be presented at a later date.

Based on current equipment lead times and ability to disable the current system's operation during operational season, it is assumed that the construction will occur in the spring of 2025.

RECOMMENDED ACTION: Consideration of approval to award engineering services to OHM Advisors for the preparation of Novi Ice Arena HVAC Replacement Project, in the amount of \$44,000.



February 16, 2024

Jeffrey Muck
Director Parks, Recreation & Cultural Services
City of Novi
45175 Ten Mile Road
Novi, MI 48375

Regarding: Scope of Design Services
 Novi Ice Arena HVAC Replacement

Dear Mr. Muck,

Per your request, the following outlines our proposed scope of services and fee to perform design services to prepare plans and specifications for the above referenced project. This summary includes our project understanding, proposed scope of work, assumptions, schedule, and fee.

PROJECT UNDERSTANDING

The City of Novi desires to make HVAC improvements at the Novi Ice Arena, located at 42400 Nick Lindstrom Drive. The OHM team has discussed the project objectives with you and visited the site to meet with facility staff and review existing conditions. It is understood that the facility staff have identified a need based on recent equipment failures to replace make up air units and the dehumidification unit for the ice areas and ventilation for the locker rooms. The units are currently located in an open roof equipment courtyard. This equipment includes one (1) gas fired makeup unit for the locker rooms, one (1) desiccant dehumidifier with energy recovery and gas fired reactivation and two (2) gas fired duct heaters for temperature control of each ice arena.

In discussions with arena personnel, it is desired to replace the exterior ductwork within this area due to its condition as well as construct a new access ladder to provide permanent access to the mechanical room. The existing interior distribution ductwork would remain existing. It was also communicated that the existing roof of the mechanical courtyard is in need of repairs or resealing after equipment removal.

Based on current equipment lead times and ability to disable the current system's operation during operational season it is assumed that the construction will occur in the spring of 2025.

SCOPE OF SERVICES

Task 1 – Preliminary Design

- ▶ Develop an electronic floor plan of the facility based on provided as-built record drawings and field verification.
- ▶ Conduct site visit to investigate potential equipment placement, duct routing and document existing structural and electrical conditions.
- ▶ Document electrical panel locations and develop one line diagram to determine the power availability for proposed equipment.
- ▶ Prepare calculation of code required ventilation.
- ▶ Make preliminary equipment selections.
- ▶ Review preliminary equipment selections and code required changes with owner at a virtual meeting.
- ▶ Perform structural calculations to determine if additional framing is required to support roof mounted equipment. It is assumed that structural modifications are not required.



- ▶ Prepare an opinion of probable cost.
- ▶ Conduct one (1) virtual meeting at 50% to review design prior to preparation of final detailed plans.

Deliverables

- ▶ PDF plan of preliminary unit placement and duct routing within the equipment yard
- ▶ Preliminary equipment cut sheets
- ▶ Preliminary Opinion of Probable Cost

Task 2 – Final Design

- ▶ Prepare demolition plans for the removal of roof mounted units, gas piping and roof mounted ductwork.. Interior ductwork is intended to remain.
- ▶ Finalize mechanical equipment selection.
- ▶ Prepare HVAC plans including unit location, roof mounted distribution ductwork and gas piping.
- ▶ Prepare mechanical equipment schedules and technical details including control sequences and diagrams.
- ▶ Prepare electrical power plans and panel schedules to support replaced mechanical equipment.
- ▶ Prepare technical specifications and project manual for bidding.
- ▶ Update opinion of cost.
- ▶ Send 95% drawings and technical specifications to City staff for review.
- ▶ Meet with City staff to review 95% documents.
- ▶ Perform internal Quality Control (QC) on the Contract Documents.
- ▶ Update drawings based on City's comments and internal QC.
- ▶ Seal drawings and provide them to The City of Novi Building Department for plan review. Contactor will be responsible for securing permits.

Deliverables

- ▶ Final Opinion of Probable Cost
- ▶ Design Development drawings including structural, mechanical and electrical at 50% meeting
- ▶ Final Contract Documents, drawings, and specifications including contract documents for bid and permitting at 100%.

Task 3: Bidding Assistance

OHM will provide the following during this phase:

- ▶ Assist with City to develop bid package for distribution.
- ▶ Attendance at pre-bid meeting (if required).
- ▶ Response to Contractor RFIs during bidding.
- ▶ Issuance of Addendum for items requiring clarification.
- ▶ Tabulation and review the bids and checking Contractor references.
- ▶ Provide a recommendation of the award of the project construction to a qualified Contractor.

ASSUMPTIONS AND CLARIFICATIONS

The above-listed scope of services was prepared with the following assumptions:

- ▶ The City will be responsible for all permit application fees and permit fees.
- ▶ The City of Novi will provide the following, if available, to assist us with the project:
 - Prior as-builts and existing plans
 - Access to the facility for review of existing conditions
 - Utility billing information.
- ▶ Attendance at public meetings is not necessary or included.
- ▶ In the event any additional services are required by OHM Advisors, an Authorization for Additional Services will be submitted for your approval prior to performing said services.
- ▶ The following services are not included in this scope:
 - Environmental testing and abatement



- Fire alarm and fire sprinkler design
- Electronic as-built drawings
- Commissioning
- Construction administration and construction observation services

SCHEDULE

The following table outlines the task durations for major project milestones.

TASK	TASK DURATION (IN WEEKS)
Task 1: Preliminary Design	4
Task 2: Final Design	6
Task 3: Bidding Assistance	2-4

Potential schedule related items that may impact task durations are as follows:

- ▶ Client review times
- ▶ Permit/regulator review times (if applicable)

FEE

Our professional services will be performed in accordance with the *Civil Engineering Consulting Services Agreement between the City and OHM Advisors*. OHM Advisors will provide the above-outlined services for a not-to-exceed fee of forty four thousand dollars (\$44,000). The costs are derived based on the anticipated number of staff hours at the standard contract rate of \$125/hour. The summary of hours and the task breakdown are as follows:

Task	Staff Hours	Rate	Amount
Task 1 – Preliminary Design	128	\$ 125.00	\$16,000
Task 2 – Final Design	194	\$ 125.00	\$24,250
Task 3 – Bidding Assistance	30	\$ 125.00	\$3,750
Total			\$44,000

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. If you have any questions or need additional information, please contact me at Sean.Tabacsko@ohm-advisors.com or 989-928-5911.

Sincerely,

OHM Advisors

Authorization to Proceed

Sean Tabacsko
Senior Project Manager

Signature

Date

Printed Name

Title

cc: Tim Juidici, Principal, OHM Advisors
File



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Approval to award engineering design services to AECOM for the design of 13 Mile Road Rehabilitation from Meadowbrook Rd to M-5, in the amount of \$53,853.92

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 53,853.92
AMOUNT BUDGETED	\$ 77,550.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-449.20-976.219

BACKGROUND INFORMATION:

The Great Lakes Water Authority's (GLWA's) 54-inch water main transmission loop project has been under construction in Novi since 2020. The City entered into a cost-share agreement with GLWA at the beginning of the project to reconstruct four road segments impacted by the project, including 13 Mile Rd from Meadowbrook Rd to M-5. The water main work on 13 Mile Road is complete; however, GLWA's work on Meadowbrook Rd will continue into the spring.

To expedite the completion of the road paving portion of the project, City staff recommends using a separate contractor hired by the City to finish rehabilitating 13 Mile Road. The City's cost share with GLWA is still in effect for 13 Mile Road, yet now it will be deducting a good portion of the eastbound lane (south half) that was already reconstructed by GLWA's contractor after the 54-inch water main was installed. The City's contractor will be responsible primarily for reconstructing the westbound lanes (or north half). There is also some rework necessary on the south half, which constitutes milling and repaving of temporary asphalt needed to reopen the roadway late last fall.

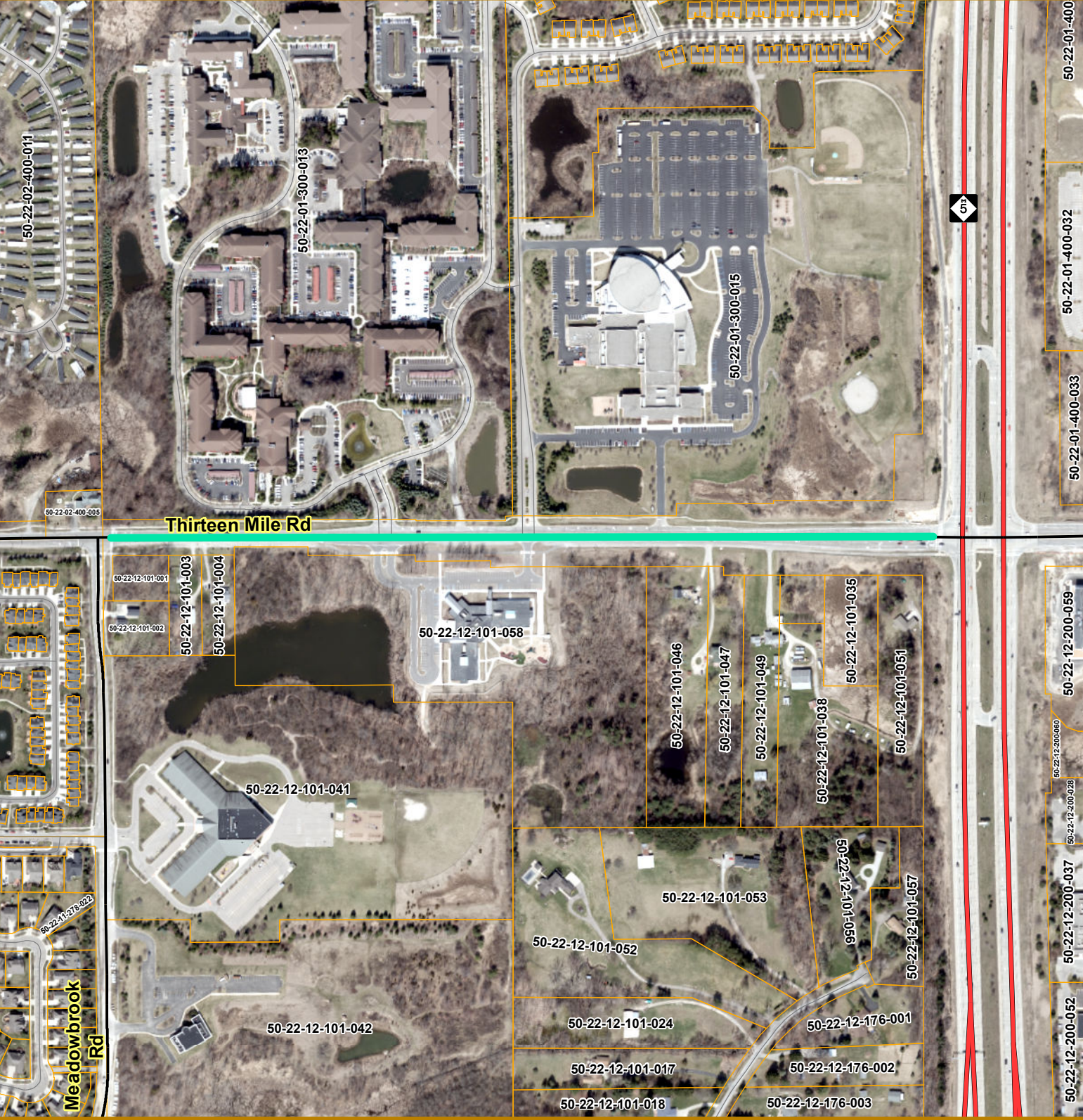
City engineering consultant, AECOM, prepared a scope of services for design of the road rehabilitation. The attached design engineering services proposal outlines the detailed scope of services. The design fee for this project will be \$53,853.92 (5% of the

estimated construction cost of \$1,077,078.39). AECOM's engineering fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design of this project would begin following award with construction planned to start this summer.

RECOMMENDED ACTION: Approval to award engineering design services to AECOM for the design of 13 Mile Road Rehabilitation from Meadowbrook Rd to M-5, in the amount of \$53,853.92

13 Mile Road Rehabilitation

Meadowbrook Rd to M-5



Map Author: Runkel
Date: 2-21-24
Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi.

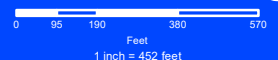
Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Project Area



City of Novi

**Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org**





February 6, 2024

Ms. Rebecca Runkel
City of Novi
Field Services Complex
26300 Lee Begole Drive
Novi, MI 48375

Reference: Scope and Fee Letter for
13 Mile Rd from Meadowbrook Rd to M-5

Dear Ms. Runkel,

AECOM is pleased to submit this proposal for the above referenced project. The work anticipated to be completed in this project is the profile milling of the southern half of 13 Mile Rd along with the full removal of existing asphalt on the northern half of 13 Mile Rd. Aggregate base conditioning will be done on the northern half of the road followed by a resurfacing. Other anticipated elements of work for this project include the profile milling and resurfacing of the asphalt pathway to bring it within ADA compliance, reconstruction of HMA approaches, spot curb removal and replacement, ditching improvements between the daycare driveways, ADA ramp work at the Meadowbrook intersection, and the regrading of the ground to eliminate an extreme slope in the pathway in the SE quadrant of Meadowbrook and 13 Mile Rd.

The following tasks will be completed for the projects:

Initial Meeting and Scope Verification

The intent of this task is to meet with the City and verify the limits and scope of work for the project. The city will establish the desired work to be completed. AECOM will then perform a field review of the site to determine the best approach and any other elements of work that would be required. Pavement cores and soil borings will also be request for G2 to collect.

Survey and Base Plans

The intent of this task is to provide topographic survey and base mapping as needed for the proposed design work. We anticipate that a full topographic survey will be required for the entirety of the project.

AECOM will prepare base plans (30% - 40% complete) to identify the major design features. These plans will also be used to further the utility investigation and resolution of potential conflicts. Base plans will include the results of the survey information, utility information received in response to our solicitations for information, and a preliminary estimate.

AECOM will obtain existing utility data with a design ticket through the MISS DIG system. In addition, AECOM will distribute the base plan design set to the utility companies that have indicated that they have facilities in the project area. We will incorporate the additional information that utility companies provide to AECOM into the plan set.

Preliminary Plans

Incorporating the information obtained from the above tasks, we will prepare the preliminary plan sets (90%) in accordance with City requirements. Soil boring/pavement core information will be included in the plans. This submittal will include items such as the typical cross sections, materials/quantities, and details. A Project Manual and preliminary updated cost estimate will also be prepared and submitted for each contract.



Ms. Rebecca Runkel
February, 2024
Page 2

Final Plans and Proposal

Incorporating comments from the City, AECOM will develop the final plans submittal, including the plan sets, Project Manual, and cost estimates.

Construction

AECOM will provide full time inspection, contract administration, and staking as required for the projects. Materials Testing during construction will be performed by a geotechnical engineering firm hired directly by the City under the direction of AECOM.

Schedule

AECOM will have the final design and project manual completed by April 30. It is anticipated that construction will start after Walled Lake schools have finished their 2023-2024 school year, which is June 7th, 2024. The contractor will be permitted to start work on Monday, June 10th, 2024.

Estimated Fees:

AECOM will provide Design Engineering services and Contract Administration services per the 2022-2027 Engineering Fees Table.

The estimated cost of work for this project was determined by approximate quantities established through field visits as well as satellite imagery. The estimated unit prices used were developed from preliminary unit prices provided by Cadillac Asphalt.

13 Mile Rd from Meadowbrook to M-5 Design Fee: \$1,077,078.39 (Construction Cost) x 5.00% = \$53,853.92

We understand that fees for construction phase services will be determined after a construction contract is awarded and that the City will pay the geotechnical firm for soil borings/cores, and materials testing during construction directly.

Please contact me if you have any questions or wish to discuss this submittal.

Sincerely,

AECOM Great Lakes, Inc.

A handwritten signature in blue ink that reads "Sean Kelsch".

Sean Kelsch, PE
Vice-President



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Approval to purchase a 2024 Intimidator 15XP wood chipper from Bandit Industries, Inc. through the MIDeal Contract, in the amount of \$55,810 and a 2024 14' Poynette Chipper Body from Truck and Trailer Specialties, Inc. through the Rochester Hills RFP, in the amount of \$17,705.

Submitting department: Department of Public Work- Fleet Division

EXPENDITURE REQUIRED	\$ 73,515
AMOUNT BUDGETED	\$ 77,000
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-265.10-982.031

BACKGROUND INFORMATION:

The 2024 Intimidator 15XP Wood Chipper and Poynette Chipper Swaploader Body will assist the Department of Public Works in tree and debris removal. These purchases will replace our current 2005 Bandit 15-inch chipper, which has reached the end of its service life. A larger chip box will provide more efficient operations. This new equipment will assist DPW to be more prepared for any storm or natural disaster cleanup.

RECOMMENDED ACTION: Approval to purchase a 2024 Intimidator 15XP wood chipper from Bandit Industries, Inc. through the MIDeal Contract, in the amount of \$55,810 and a 2024 14' Poynette Chipper Body from Truck and Trailer Specialties, Inc. through the Rochester Hills RFP, in the amount of \$17,705



Kylee Myler
6750 Millbrook Road
Remus, MI 49340
US
9895612270 (Phone)

QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
160695	September 26, 2023 07:34 AM by Bandit Industries, Inc.	September 26, 2023 07:45 AM by Kylee Myler	Larry Holmes
CUSTOMER:		BILL TO:	SHIP TO:
City of Novi Parks and Recreation 26300 Lee Begole Dr Novi, MI 48375 USA 248-567-0395 (Phone) Michael Rhatigan (Contact) mrhatigan@cityofnovi.org		City of Novi Parks and Recreation 26300 Lee Begole Dr Novi, MI 48375 USA 248-567-0395 (Phone) Michael Rhatigan (Contact) mrhatigan@cityofnovi.org	City of Novi Parks and Recreation 26300 Lee Begole Dr Novi, MI 48375 USA 248-567-0395 (Phone) Michael Rhatigan (Contact) mrhatigan@cityofnovi.org

INTIMIDATOR 15XP (15" DRUM STYLE)

Qty	Part #	Description	Base Price
1	MODEL-15XP	Intimidator 15XP - (15" Drum Style)	\$ 40505.00

STANDARD EQUIPMENT

Qty	Part #	Description	Price
1	STANDARD	37" diameter x 18 3/4" wide drum with (4) 5/8" X 5 1/2" X 9" dual edge knives	\$ 0.00
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope	\$ 0.00
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.	\$ 0.00
0	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 18 3/4" wide, driven by (2) 32.3 CID hydraulic motors.	\$ 0.00
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel	\$ 0.00
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)	\$ 0.00
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector	\$ 0.00
1	STANDARD	Clean out and inspection door on discharge bottom	\$ 0.00
0	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists	\$ 0.00
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)	\$ 0.00
1	STANDARD	(2) Last chance safety pull cables	\$ 0.00
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)	\$ 0.00
1	STANDARD	Wooden pusher tool with mount on infeed hopper	\$ 0.00
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue	\$ 0.00
1	STANDARD	Frame / Fender supports	\$ 0.00
1	STANDARD	Lockable aluminum toolbox	\$ 0.00

1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks		\$ 0.00
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad		\$ 0.00
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.		\$ 0.00
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)		\$ 0.00
1	STANDARD	Pressure check kit - Gauge is NOT included		\$ 0.00
1	STANDARD	Weather resistant manual container		\$ 0.00
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place		\$ 0.00
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable		\$ 0.00
1	STANDARD	Spanish & English combination safety decals		\$ 0.00

PAINT

Qty	Part #	Description	Unit Price	Total
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow	\$ 0.00	\$ 0.00

ENGINE

Qty	Part #	Description	Unit Price	Total
1	990-RC1172-753	Ford RSG-862, 6.2L, 165 horsepower GAS engine without clutch (Includes spark arrestor muffler) - If ordered on Model 280 / 280HD must select tongue weight option under add on frame options	\$ 22040.00	\$ 22040.00

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #	Description	Unit Price	Total
1	915-6000-39	Murphy PV485 panel with reversing auto feed for Ford 165 horsepower gas engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted on engine shroud with lockable steel cover	\$ 3055.00	\$ 3055.00

CLUTCH

Qty	Part #	Description	Unit Price	Total
1	700-1000-12	NACD Spring Loaded Clutch	\$ 1725.00	\$ 1725.00

DRIVE SYSTEM

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-16	Drive system for engines above 145 horsepower (Includes two 3 groove belts in lieu of a single 4 groove belt)	\$ 450.00	\$ 450.00

INFEED

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5001-12	29" high x 54" wide tapered heavy-duty infeed with weld on pan and infeed deflectors	\$ 775.00	\$ 775.00

AXLE

Qty	Part #	Description	Unit Price	Total
1	990-1016-02	Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail) (Now 900-5910-70)	\$ 0.00	\$ 0.00

TIRES/RIMS

Qty	Part #	Description	Unit Price	Total
1	990-100406	(2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)	\$ 0.00	\$ 0.00

FENDER

Qty	Part #	Description	Unit Price	Total
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)	\$ 0.00	\$ 0.00

HITCH				
Qty	Part #	Description	Unit Price	Total
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00
ADD-ON OPTIONS				
Chipper Discharge Transition				
Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-	Clean out and inspection door on transition.	\$ 175.00	\$ 175.00
Chocks & Chock Holders				
Qty	Part #	Description	Unit Price	Total
1	OPTION-980-1000	Aluminum Bolt On Chock Holders (Does not include chocks)	\$ 130.00	\$ 130.00
1	OPTION-980-5001-	Rubber Wheel Chocks (2)	\$ 90.00	\$ 90.00
Cone Holder				
Qty	Part #	Description	Unit Price	Total
1	OPTION-905-5000-	Hoop style cone holder (weld on)	\$ 175.00	\$ 175.00
Fuel And Hydraulic Tanks				
Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-03	40 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 285.00	\$ 285.00
Wiring				
Qty	Part #	Description	Unit Price	Total
1	OPTION-905-5000-	Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord	\$ 45.00	\$ 45.00
CUSTOMER TOTALS				
			Total Unit Price:	\$ 69450.00
			Customer Total:	\$ 69450.00
DIRECT SALE TOTALS				
			Total Unit Price:	\$ 69450.00
			Direct Sale Discount:	20.00 % - \$ 13890.00
			Net After Direct Sale Discount:	\$ 55560.00
			Freight/Shipping Charges:	\$ 250.00
			Total Direct Sale Price:	\$ 55810.00
SIGNATURE				

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

 Signature

 Date

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

February 16, 2024

City of Novi
26300 Lee BeGole Drive, Novi, MI 48375
Attn: Mike Rhatigan, ph: (248) 962-8624
HQ0003880

Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

Chassis information: Existing International Tandem with SwapLoader SL-412 Hoist

Install Skid-mounted 14' Poynette Chipper Body including the following:

Attachment mounted to skid assembly for SwapLoader SL-412 (54" loop height)

168" long, 96" wide OD, 67" height ID

30" tall, single swing-back door, door will pit tight to side of box

Solid roof with 4 vents

Cut-out 4 light holes (up high in rear top two corners) on rear

Cut-out 3 small clearance light holes in center of top of container on back and 1 in each rear upper corner

Paint:

Primed and painted Red, paint code required

Skid:

Body attachment on 14' SwapLoader subframe with 54" hook height

Rear heavy-duty steel drum wheels

Lighting:

Marker clearance ID lights with reflective lenses

Two (2) 4" round LED STT lights in upper rear corners

Two (2) 4" round SoundOff LED flashers in upper rear corners, one (1) amber & one (1) green

LED clearance light kit and all lights, wired to the plug

Install electric plug and extend wiring harmer to rear corner of body, equip with a 7-way plug

Above equipment installed pricing: \$17,205.00 ea.

Option Interior curbside ladder box (16" wide) with pole pruner shelf & slam-latch rear door, stainless hinge

Option add: \$500.00 ea.

Payment Terms: Net 30. Pricing effective for 30 days.

FOB: City of Novi

Delivery: 13-15 weeks ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman





CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Approval of the final payment to Springline Excavating, LLC. for the 12 Mile Paving (Medina to City Limits) project, in the amount of \$98,799.28, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 58,672.00 (expenditure) Northwest Park Parking Lot & Trails \$ 39,911.44 (retainage) Road Paving & Sidewalk Infill \$ 215.84 (retainage) Northwest Park Parking Lot & Trails \$ 98,799.28 TOTAL
AMOUNT BUDGETED	\$ 20,712.00 Roads & Sidewalks \$ 312,110.00 Northwest Park Parking Lot & Trails
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	203-449.30-975.230 Road Paving & Sidewalk Infill 208-752.00-977.111 Northwest Park Parking Lot & Trails

BACKGROUND INFORMATION:

Twelve Mile Road between Napier Road and the east City limits is under the City's jurisdiction. Approximately 2,000-feet of Twelve Mile Road was an unpaved, gravel road. Catholic Central High School, bordered by Twelve Mile Road to the north, is currently constructing a connector road to Twelve Mile Road. Catholic Central initially proposed paving a portion of Twelve Mile Road adjacent to their new connector road. However, the Engineering Division recommended that the City pave the entire gravel section to ensure overall quality and consistency throughout. Also, it was imperative to have this portion of Twelve Mile Road complete prior to the rehabilitation/reconstruction of Wixom Road (which is to take place in 2024). Under a northbound only traffic control, Catholic Central vehicles were going to need another point of access. In addition to paving the gravel section of the road, two sidewalk

gaps on the south side of Twelve Mile Road were completed, along with a new gravel parking lot added to the Northwest Park, located at 50635 Twelve Mile Road.

Near the end of the project, the City's Parks, Recreation & Cultural Services Department requested that our contractor build some portions of the trails and trail-head system located near the Northwest Park parking lot. This addition also provided better access for their playground contractor which was ready to install equipment immediately following the road and parking lot construction. This work was added to the contract as Change Order No. 6.

The construction contract was approved at the August 8, 2022, City Council meeting to Springline Excavating, LLC, in the amount of \$1,434,189.12. Staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$98,799.28 that is due the Contractor. The City Attorney reviewed the final documentation and found it to be in acceptable form (Beth Saarela, February 5, 2024).

There were seven (7) approved change orders issued resulting in an overall increase of \$171,902.19 or 11.9% over the awarded amount. This approved change order resulted in a final contract price of \$1,606,091.31.

RECOMMENDED ACTION: Approval of the final payment to Springline Excavating, LLC., for the 12 Mile Paving (Medina to City Limits) project, in the amount of \$98,799.28, plus interest earned on retainage.

12 Mile Road Improvements

Location Map



Map Author: Rebecca Runkel
Date: 7/25/22
Project: 12 Mile Rd Paving
Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



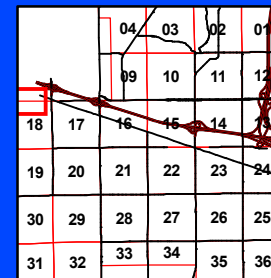
Road Paving



Sidewalk Gap Infill



Gravel Parking Lot



City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

0 130 260 520 780
Feet
1 inch = 457 feet



12 MILE PAVING (MEDINA TO EASTERN CITY LIMITS)



Before – 12 Mile east of Medina looking east.



After – 12 Mile east of Medina looking east.



Before – 12 Mile east of Catholic Central entrance, looking west.



After – 12 Mile east of Andelina Ridge, looking west.



Before – NW Park parking lot, looking south from 12 Mile Road



After – NW Park parking lot, looking south from 12 Mile Road



NW Park playground, looking south from the parking lot



NW Park playground, looking west towards the Andelina Ridge Subdivision

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 5, 2024

Aaron Staup, Construction Engineering Coordinator
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: 12 Mile Road Paving – Springline Excavating, LLC

Dear Mr. Staup:

We have received and reviewed closing documents for the 12 Mile Road Paving Project:

1. Application for Final Payment
2. Contractor's Sworn Statement
3. Waivers of Lien
4. Consent of Surety to Final Payment
5. Maintenance Bond Rider

The closing documents appear to be in order. The Contractor will be required to provide its Full Unconditional Waiver of Lien at the time of receipt of the final check. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Megan Mikus, Deputy Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI

Sheet 1 of 7

Balance Due This Payment = \$ 98,799.28

PURCHASE ORDER NO.

97123

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT:	12 MILE ROAD PAVING - MEDINA TO CITY LIMIT	NOVI PROJECT NO.:	22-2302	PAYMENT NO.:	FINAL
		CIP NO.:	ENG071		
OWNER:	City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375	ENGINEER:	Spalding DeDecker 905 South Boulevard East Rochester, Michigan 48037 (248) 844-5400	CONTRACTOR:	Springline Excavating, LLC 32945 Folsom Road Farmington Hills, Michigan 48336 (313) 491-6688
CONTRACT AMOUNT		FINAL COMPLETION DATES		DATES OF ESTIMATE	
ORIGINAL:	\$1,434,189.12	ORIGINAL:	November 5, 2022	FROM:	September 20, 2023
REVISED:	\$1,606,091.31	REVISED:	September 27, 2023	TO:	October 18, 2023

SECTION 1.

COST OF COMPLETED WORK TO DATE

Item No.	DIVISION 1 - ROAD IMPROVEMENTS GL# 203-449.30-975.230		CONTRACT ITEMS (Original)			CONTRACT ITEMS (Revised)			THIS PERIOD			TOTAL TO DATE		
	Description of Item	Unit	Quantity	Cost/Unit	Total Amt	Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Crew Days - Division 1 - Road	CD	60.00	\$ 700.00	\$ 42,000.00	60.00	\$ 700.00	\$ 42,000.00				52.00	\$ 36,400.00	87%
0	Crew Days - Division 2 - Sidewalk	CD	8.00	\$ 700.00	\$ 5,600.00	8.00	\$ 700.00	\$ 5,600.00				9.00	\$ 6,300.00	113%
0	Crew Days - Division 3 - NW Park	CD	4.00	\$ 700.00	\$ 2,800.00	4.00	\$ 700.00	\$ 2,800.00				4.50	\$ 3,150.00	113%
0	Crew Days - Division 3 - NP Trails	CD	0.00	\$ 700.00		20.00	\$ 700.00	\$ 14,000.00	6.00	\$ 4,200.00	30%	11.00	\$ 7,700.00	55%
0	Crew Days - Division 5	CD	0.00	\$ 700.00		0.00	\$ 700.00	\$ -				0.00		
	TOTAL CREW DAYS		72.00	\$ 700.00	\$ 50,400.00	92.00	\$ 700.00	\$ 64,400.00	6.00	\$ 4,200.00	7%	76.50	\$ 53,550.00	83%
1	Bonds, Insurance & Mobilization	LS	1.00	\$ 105,000.00	\$ 105,000.00	1.00	\$ 105,000.00	\$ 105,000.00				1.00	\$ 105,000.00	100%
2	Pre-Construction Audio-Visual	LS	1.00	\$ 995.00	\$ 995.00	1.00	\$ 995.00	\$ 995.00				1.00	\$ 995.00	100%
3	Temporary Traffic Control	LS	1.00	\$ 32,000.00	\$ 32,000.00	1.00	\$ 32,000.00	\$ 32,000.00				1.00	\$ 32,000.00	100%
4	Soil Erosion Control Measures	LS	1.00	\$ 8,200.00	\$ 8,200.00	1.00	\$ 8,200.00	\$ 8,200.00				1.00	\$ 8,200.00	100%
5	Tree Fencing (As Needed)	LF	800.00	\$ 4.00	\$ 3,200.00	0.00	\$ 4.00	\$ -				0.00		
6	Construction Fencing, Orange	LF	500.00	\$ 4.00	\$ 2,000.00	0.00	\$ 4.00	\$ -				0.00		
7	Tree, Rem, 8-inch to 18-inch	EA	9.00	\$ 600.00	\$ 5,400.00	9.00	\$ 600.00	\$ 5,400.00				9.00	\$ 5,400.00	100%
8	Tree, Rem, 19-inch to 36-inch	EA	6.00	\$ 1,400.00	\$ 8,400.00	0.00	\$ 1,400.00	\$ -				0.00		
9	Culv, Rem, Less Than 24-inch	LF	400.00	\$ 24.00	\$ 9,600.00	405.50	\$ 24.00	\$ 9,732.00				405.50	\$ 9,732.00	100%
10	Station Grading	STA	21.10	\$ 4,700.00	\$ 99,170.00	21.10	\$ 4,700.00	\$ 99,170.00				21.10	\$ 99,170.00	100%
11	Subgrade Undercut (As Needed)	CY	860.00	\$ 60.00	\$ 51,600.00	90.67	\$ 60.00	\$ 5,440.20				90.67	\$ 5,440.20	100%
12	Curb and Gutter, Remove	LF	409.00	\$ 10.00	\$ 4,090.00	486.50	\$ 10.00	\$ 4,865.00				486.50	\$ 4,865.00	100%
13	Culv End Sect, Conc, 12-inch	EA	8.00	\$ 2,640.00	\$ 21,120.00	8.00	\$ 2,640.00	\$ 21,120.00				8.00	\$ 21,120.00	100%
14	Culv End Sect, Conc, 18-inch	EA	1.00	\$ 3,035.00	\$ 3,035.00	1.00	\$ 3,035.00	\$ 3,035.00				1.00	\$ 3,035.00	100%
15	Culv, Cl A, 12-inch	LF	22.00	\$ 76.00	\$ 1,672.00	32.00	\$ 76.00	\$ 2,432.00				32.00	\$ 2,432.00	100%
16	Culv, Cl E, 12-inch	LF	37.00	\$ 83.00	\$ 3,071.00	37.00	\$ 83.00	\$ 3,071.00				37.00	\$ 3,071.00	100%
17	Culv, Cl F, 12-inch	LF	91.00	\$ 71.00	\$ 6,461.00	51.00	\$ 71.00	\$ 3,621.00				51.00	\$ 3,621.00	100%
18	Culv, Cl F, 18-inch	LF	224.00	\$ 84.00	\$ 18,816.00	215.00	\$ 84.00	\$ 18,060.00				215.00	\$ 18,060.00	100%
19	Pavement, Remove	SY	61.00	\$ 16.00	\$ 976.00	95.00	\$ 16.00	\$ 1,520.00				95.00	\$ 1,520.00	100%
20	HMA Surface, Remove	SY	269.00	\$ 13.00	\$ 3,497.00	430.79	\$ 13.00	\$ 5,600.27				430.79	\$ 5,600.27	100%
21	Underdrain, 6-inch, Tr Wrap	LF	3366.00	\$ 17.00	\$ 57,222.00	2726.00	\$ 17.00	\$ 46,342.00				2726.00	\$ 46,342.00	100%
22	Underdrain, 6-inch, Tr Wrap, Mod.	LF	862.00	\$ 16.00	\$ 13,792.00	1489.00	\$ 16.00	\$ 23,824.00				1489.00	\$ 23,824.00	100%
23	Underdrain, Outlet Ending, 6-inch	EA	4.00	\$ 350.00	\$ 1,400.00	4.00	\$ 350.00	\$ 1,400.00				4.00	\$ 1,400.00	100%
24	Dr Structure, 48-inch	EA	9.00	\$ 2,200.00	\$ 19,800.00	8.00	\$ 2,200.00	\$ 17,600.00				8.00	\$ 17,600.00	100%

TOTAL THIS SHEET	\$	480,517.00	\$	418,427.47	\$	-	\$	418,427.47	100%
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PROJECT: 12 MILE ROAD PAVING - MEDINA
TO CITY LIMIT

NOVI PROJECT NO.: 22-2302
CIP NO.: ENG071

PAYMENT NO.: **FINAL**

COST OF COMPLETED WORK TO DATE

[illegible]

CITY OF NOVI



CITY OF NOVI

Sheet 5 of 7

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

APPLICATION FOR FINAL PAYMENT

PROJECT: 12 MILE ROAD PAVING - MEDINA
TO CITY LIMIT

NOVI PROJECT NO.: 22-2302
CIP NO.: ENG071

PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

SECTION 1.			COST OF COMPLETED WORK TO DATE										
Item No.	Description of Item	Unit	Division	GL#	NEW CONTRACT ITEMS			THIS PERIOD			TOTAL TO DATE		
					Quantity	Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
75	Spillway, Concrete	LF	1	GL# 203-449.30-975.230	8.00	\$ 100.00	\$ 800.00				8.00	\$ 800.00	100%
76	Coring Drainage Structure	EA	1	GL# 203-449.30-975.230	11.00	\$ 667.00	\$ 7,337.00				11.00	\$ 7,337.00	100%
77	Tree, Rem, 8-inch to 18-inch	EA	3	GL#208-752.00-977.000	3.00	\$ 600.00	\$ 1,800.00				3.00	\$ 1,800.00	100%
78	Tree, Rem, 19-inch to 36-inch	EA	3	GL#208-752.00-977.000	4.00	\$ 1,400.00	\$ 5,600.00				4.00	\$ 5,600.00	100%
79	Clearing	AC	2	GL# 203-449.30-975.230	0.11	\$ 11,000.00	\$ 1,210.00				0.11	\$ 1,210.00	100%
80	Agg Base, 8-inch, Crushed Concrete	SY	1	GL# 203-449.30-975.230	9156.24	\$ 12.50	\$ 114,453.00				9156.24	\$ 114,453.00	100%
81	Hydrant Adjust	EA	1	GL# 203-203.00-865.230	3.00	\$ 933.00	\$ 2,799.00				3.00	\$ 2,799.00	100%
82	Adjusting structure	EA	1	GL# 203-203.00-865.230	2.00	\$ 724.00	\$ 1,448.00				2.00	\$ 1,448.00	100%
83	Bonds, Insurance & Mobilization (10% Max), NP Trails	LS	3	GL#208-752-00-977.000	1.00	\$ 25,000.00	\$ 25,000.00				1.00	\$ 25,000.00	100%
84	Pre-Construction Audio-Visual NP Trails	LS	3	GL#208-752-00-977.000	0.00	\$ 1,500.00	\$ -				0.00	\$ -	
85	Soil Erosion Control Measures NP Trails	LS	3	GL#208-752-00-977.000	1.00	\$ 6,000.00	\$ 6,000.00				1.00	\$ 6,000.00	100%
86	Clearing and Grubbing NP Trails	AC	3	GL#208-752-00-977.000	2.00	\$ 22,000.00	\$ 44,000.00				2.00	\$ 44,000.00	100%
87	Tree, Rem, 6 inch to 18 inch NP Trails	EA	3	GL#208-752-00-977.000	18.00	\$ 250.00	\$ 4,500.00	10.00	\$ 2,500.00	56%	18.00	\$ 4,500.00	100%
88	Shared Use Path Grading (6' Wide) Geotextile, Separator (6' Wid) NP Trails	STA	3	GL#208-752-00-977.000	39.60	\$ 1,660.00	\$ 65,736.00	10.60	\$ 17,596.00	27%	39.60	\$ 65,736.00	100%
89	Aggregate Base, 6 inch 22X (6' Wide) N	SY	3	GL#208-752-00-977.000	2085.00	\$ 4.00	\$ 8,340.00	522.00	\$ 2,088.00	25%	2085.00	\$ 8,340.00	100%
90	Playground Area Grading Only NP Trails	SY	3	GL#208-752-00-977.000	2085.00	\$ 29.00	\$ 60,465.00	522.00	\$ 15,138.00	25%	2085.00	\$ 60,465.00	100%
91	Restoration NP Trails	SF	3	GL#208-752-00-977.000	2800.00	\$ 3.75	\$ 10,500.00				2800.00	\$ 10,500.00	100%
92		LS	3	GL#208-752-00-977.000	1.00	\$ 16,800.00	\$ 16,800.00	1.00	\$ 16,800.00	100%	1.00	\$ 16,800.00	100%
93			0	0	0.00	\$ -	\$ -				0.00	\$ -	
94			0	0	0.00	\$ -	\$ -				0.00	\$ -	
95			0	0	0.00	\$ -	\$ -				0.00	\$ -	
96			0	0	0.00	\$ -	\$ -				0.00	\$ -	
97			0	0	0.00	\$ -	\$ -				0.00	\$ -	
98			0	0	0.00	\$ -	\$ -				0.00	\$ -	
99			0	0	0.00	\$ -	\$ -				0.00	\$ -	
100			0	0	0.00	\$ -	\$ -				0.00	\$ -	
101			0	0	0.00	\$ -	\$ -				0.00	\$ -	
102			0	0	0.00	\$ -	\$ -				0.00	\$ -	
TOTAL FROM THIS SHEET							\$ 376,788.00		\$ 54,122.00			\$ 376,788.00	
TOTAL FROM OTHER SHEETS							\$ 1,434,189.12		\$ -			\$ 1,229,303.31	
GRAND TOTAL							\$ 1,434,189.12		\$ 54,122.00			\$ 1,606,091.31	100%



CITY OF NOVI

Sheet 6 of 7

PURCHASE ORDER NO.

97123

26300 Lee BeGole Dr.

Novi, Michigan 48375

Tel: (248) 347-0454

Fax: (248) 735-5659

Section 2.

APPLICATION FOR FINAL PAYMENT

PROJECT: 12 MILE ROAD PAVING - MEDINA
TO CITY LIMIT

NOVI PROJECT NO.: 22-2302
CIP NO.: ENG071

PAYMENT NO.: FINAL

Original Contract Amount: \$ 1,434,189.12

Change Orders: \$ 171,902.19

Adjusted Contract Amount to Date: \$ 1,606,091.31

Total Cost of Work Performed to Date: \$ 1,606,091.31

MINUS Retainage: 0% \$ -

MINUS Inspection "Crew Days": To Date 76.50 \$ -

This Pay 6.00

Net Amt. Earned of Contract and Extra Work to Date: \$ 1,606,091.31

MINUS L.D.'s: # of days over = \$ -

\$ amount/day = \$1,500

Subtotal: \$ 1,606,091.31

ADD Incentive "Crew Days", if under: \$ 4,550.00

Subtotal: \$ 1,610,641.31

MINUS Amount of Previous Payments: \$ 1,511,842.03

1 \$ 570,326.24
2 \$ 640,891.64
3 \$ 76,824.71
4 \$ 8,470.20
5 \$ 215,329.24
6
7
8
9
10

BALANCE DUE THIS PAYMENT: \$ 98,799.28

CHANGE ORDERS

No.	Date	Amount
1	September 1, 2022	\$ 8,804.00
	October 10, 2022	\$ (3,809.50)
3	October 28, 2022	\$ (17,353.00)
4	December 21, 2022	\$ (56,996.31)
5	June 30, 2023	\$ (84.00)
6	August 18, 2023	\$ 240,341.00
7	September 29, 2023	\$ 1,000.00
8		
9		
10		

TOTAL: \$ 171,902.19

Inspection "Crew Days" Allowed per Contract:	72.00
Additional "Crew Days" per Change Orders:	20.00
Total Inspection "Crew Days" Allowed:	92.00
Inspection "Crew Days" Used to Date:	76.50
Inspection "Crew Days" Remaining:	15.50



CITY OF NOVI

Sheet 7 of 7

26300 Lee BeGole Dr.
Novi, Michigan 48375
Tel: (248) 347-0454
Fax: (248) 735-5659

Section 3.

APPLICATION FOR FINAL PAYMENT

PROJECT: 12 MILE ROAD PAVING - MEDINA
TO CITY LIMIT

NOVI PROJECT NO.: 22-2302
CIP NO.: ENG071

PAYMENT NO.: FINAL

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on amount of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work of otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest, and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Andrew Smith

Springline Excavating, LLC
CONTRACTOR - Electronic Signature Certification

Heather Gendron

Digitally signed by Heather
Gendron
Date: 2023.10.18 15:45:53-04'00'

Spalding DeDecker
CONSULTANT - Electronic Signature Certification

Payment of the above AMOUNT DUE THIS APPLICATION
is recommended.

CITY OF NOVI

Aaron J. Stamp 10/20/23
Aaron J. Stamp, Construction Engineer
Electronic Signature Certification

☐ All Full Unconditional Waivers of lien have been received from each subcontractor and/or supplier, reviewed and approved by the Consultant. Also, attached to this Final Payment is a copy of the Contractor's Sworn Statement, Consent of Surety, and a new Maintenance and Guarantee Bond (if the amount is greater than the final contract price) or a Maintenance Bond Rider covering the difference between the final contract price and the awarded amount.

[illegible]

Increase/Decrease in Contract Price	\$1,000.00
Original Contract Amount	\$1,434,189.12
Sum of Previous Approved Change Orders	\$170,902.19
Revised Contract Amount	\$1,606,091.31

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT TIME BY:

Accepted By: Andrew Smith

Digitally signed by Heather Gendron
Date: 2023.11.29 17:16:33-05'00'

Reviewed By:  11-30-23
Aaron J. Staup, Construction Engineer

Approved By: _____
Tracey Marzonie, Purchasing Manager

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond: 800141814

TO (OWNER)
(Name and Address)

ARCHITECT'S PROJECT NO: _____

City of Novi
45175 Ten Mile Road
Novi, MI 48375

CONTRACT FOR:

CONTRACT DATE: ____/____/____

PROJECT:

(Name and Address)

12 Mile Road Paving - Medina to City Limit

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Atlantic Specialty Insurance Company
605 Highway 169 North
Plymouth, MN 55441

, SURETY COMPANY,

on bond of
(here insert name and address of Contractor)

SPRINGLINE EXCAVATING, LLC
32945 Folsom Rd.
Farmington Hills, MI 48336

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to
(here insert name and address of Owner)

City of Novi
45175 Ten Mile Road
Novi, MI 48375

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this October 20, 2023

Attest:
Seal

Country Saundert

Atlantic Specialty Insurance Company
Surety Company

Gus E. Zervos

Signature of Authorized Representative
Gus E. Zervos, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Donald W. Burden, David C. Lange, Angelo G. Zervos, Gus E. Zervos, Michael G. Zervos, Stephen M. Zervos**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

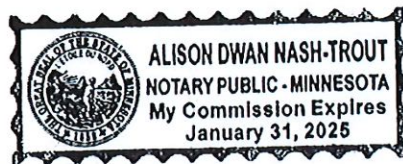


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 20th day of October, 2023



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



CHANGE RIDER

To be attached to and form a part of Springline Excavating LLC
Bond No. 800141814 issued by **ATLANTIC SPECIALTY INSURANCE COMPANY**, 605
Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441 as Surety on behalf of Springline Excavating LLC

_____, as
Principal in favor of City of Novi with
reference to 12 Mile Road Paving - Medina to City Limit effective the
11th of August, 2022.

It is hereby understood and agreed that the following item is amended:

The Maintenance Bond Amount has Increased to:

\$1,606,091.31

from

\$1,484,589.12

Signed, sealed and dated this 20th day of October, 2023

Springline Excavating LLC
Principal

Witness

BY:

Name:

Title:

Atlantic Specialty Insurance Company

BY:

Gus E. Zervos
Attorney-In-Fact Gus E. Zervos

Courtney Saunders
Witness Courtney Saunders

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Donald W. Burden, David C. Lange, Angelo G. Zervos, Gus E. Zervos, Michael G. Zervos, Stephen M. Zervos**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

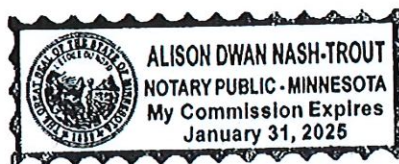
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 20th day of October, 2023

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

SWORN STATEMENT

STATE OF MICHIGAN)

Date From 11/30/2023

COUNTY OF OAKLAND)

Application No. FINAL

Shawn Rodriguez, being duly sworn, deposes and says:

That he makes the Sworn Statement on behalf of SPRINGLINE EXCAVATING who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Lapeer County, Michigan, and described as follows: (Insert legal description from Notice of Commencement)

12 Mile Pathway

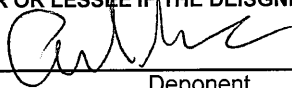
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)
Ashley Trucking Inc	Trucking	9,205.00	9,205.00	-	
Alexa Trucking	Trucking	12,995.00	12,995.00	-	
Cadillac Asphalt	Subcontractor	400,171.13	400,171.13	-	
Core & Main LP	Job Materials	120,692.82	120,692.82	-	
Cutting Edge Concrete Cutting	Subcontractor	633.80	633.80	-	
Etna Supply Company	Job Materials	6,180.86	6,180.86	-	
Finishing Touch Photo	Subcontractor	995.00	995.00	-	
Ground Control Property.	Trucking	6,375.00	6,375.00	-	
Dani's Aggregate	Job Materials	20,556.47	20,556.47	-	
Dani's Transport	Trucking	25,843.41	25,843.41	-	
Detroit Bulk Storage	Job Materials	19,027.64	19,027.64	-	
Coumaya's Landscaping	Subcontractor	135,000.00	135,000.00	-	
Goretski's Construction	Subcontractor	121,868.05	121,868.05	-	
Iron Horse	Job Materials	18,543.80	18,543.80	-	
Novi Crunched Concrete, LLC	Job Materials	37,595.61	37,595.61	-	
Mary Ellen's Transport	Trucking	900.00	900.00	-	
Messina Trucking	Trucking and materials	5,535.28	5,535.28	-	
Poco Inc	Subcontractor	11,450.00	11,450.00	-	
PK Contracting	Subcontractor	2,685.70	2,685.70	-	
RD Shelby Trucking	Trucking	30,000.00	30,000.00	-	
Scodeller Construction Inc	Subcontractor	8,796.68	8,796.68	-	
FMG Concrete Cutting	Subcontractor	6,060.00	6,060.00	-	
Site Solutions	Subcontractor	30,540.97	30,540.97	-	
Stoneco of Michigan	Job Materials	2,631.17	2,631.17	-	
Owen Tree Service	Subcontractor	27,580.00	27,580.00	-	
All labor, wages, fringes, taxes and withholdings are paid in full as per the contract.					
TOTALS		1,061,863.39	1,061,863.39	-	0.00

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. Deponent further says that he or she makes the foregoing statement as the ongoing statement as the (contractor) (subcontractor) or as office mngr of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.



Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this
day of 30th day of November 2023

Notary Public:

Oakland

County, Michigan

My commission expires:

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Trucking

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Ashley Trucking Inc.

(sign here →) By: Pamela Lewis

Name & Title: Pamela Lewis President

Address: PO Box 701734
Plymouth, MI 48170

Telephone: 734-216-3057

Date signed: 12-1-2023

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRIN GLINE EXCA VAING
To provide Trucking

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Alexa Trucking LLC

(sign here →) By: Eriberlo López Guzman

Name & Title: Eriberlo López Guzman

Address: 13720 Flanders St.

Southgate, MI 48195

Telephone: (313) 205-7172

Date signed: 10/27/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Asphalt subcontractor

For the improvement to the property described as 22-26 Novi 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Cadillac Asphalt

(Sign here➡)

By:

Michael Nardone
Digitally signed by Michael Nardone
DN: cn=Michael Nardone, o=Cadillac Asphalt LLC, c=US
Date: 2023.10.19 15:27:47-0400

Title: Project Manager

Address: 1785 Rawsonville Rd

Belleville, MI 48111

Telephone: 734-796-6732

Date signed: 10/19/2023

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Core & Main LP

(sign here →) By: *Samantha McKeague*

Name & Title: Samantha McKeague Credit Associate

Address: PO Box 28330

St. Louis, MO 63146

Telephone: (314) 432-4700

Date signed: November 30, 2023

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

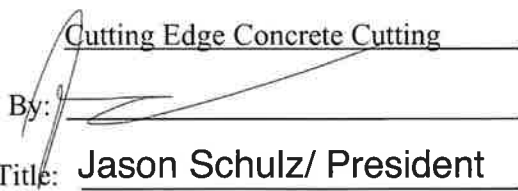
FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Saw Cutting

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

(sign here →)

By: 

Name & Title: Jason Schulz/ President

Address: 1460 Rossdale

Waterford, MI 48328

Telephone: (734) 897-0114

Date signed: 12/2/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

(sign here →) By: Etna Supply Company
Vonda Vanderstel
Name & Title: Vonda Vanderstel
Controller

Address: 4901 Clay Ave SW
Grand Rapids MI 49548
Telephone: 616-514-5236

Date signed: 11/30/21

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

22211

My/our contract with SPRINGLINE EXCAVATING
To provide Videoing

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

(sign here →) By: Finishing Touch Photo & Video
Cynthia Hurley Digitally signed by Cynthia Hurley
Date: 2023.12.02 12:40:35 -05'00'

Name & Title: Cynthia Hurley, President

Address: 25095 25 Mile Road
Chesterfield, MI 48051

Telephone: (586) 749-3340

Date signed: 12/2/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

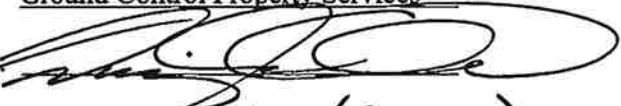
My/our contract with SPRINGLINE EXCAVATING
To provide Trucking

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Ground Control Property Services

(sign here →)

By: 

Name & Title: Douglas Michon (President)

Address: 22100 Huron Township Ct

New Boston, MI 48164

Telephone: (313) 727-9710

Date signed: 12/04/2023

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

22-10974

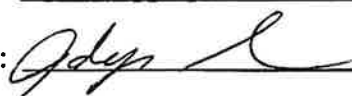
FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Dani's Aggregate

(sign here →) By: 

Name & Title: Jalya Sirdan / Agg Admin

Address: 5700 Ready Road

South Rockwood, MI 48179

Telephone: 734-379-9100

Date signed: 11-30-23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

22-10974

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Trucking

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Dani's Transport

(sign here →)

By:

Janie L. Lindley

Name & Title:

JANIE L. LINDLEY / OFFICE MANAGER

Address: 5700 Ready Road

South Rockwood, MI 48179

Telephone: (734) 379-9100

Date signed:

11/30/2023

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials

For the improvement to the property described as 22-26 Novi 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

(Sign here →)

By:

Detroit Bulk Storage Inc.

Title:

Tammy YAEK-RYALL

Address: PO Box 600

Marine City, MI 48039

Telephone: 583 891 7410

Date signed:

10/27/2023

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Gournava's Landscaping

Title: Diary

Telephone: 510 728 6860

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Concrete subcontractor

For the improvement to the property described as 22-26 Novi 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Goretski's Construction Co.

(Sign here →) By: Mary Ann Hamilton

Title: Office Manager

MARY ANN HAMILTON

Address: 4850 South Hill Road

Milford, MI 48381

Telephone: 248-685-1404

Date signed: 10-19-2023

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Iron Horse

(sign here →) By Kathleen Mancuso

Name & Title: Kathleen Mancuso
Office Manager

Address: 7350 Rushton Rd

Brignton, MI 48116

Telephone: 517-715-3336

Date signed: 4.2.24

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Trucking

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

(sign here →) By: Novi Crushed Concrete, LLC
[Signature]
Name & Title: Daniel Copeland Agent

Address: 46900 W. 12 Mile Road
Novi, MI 48377
Telephone: 248 305 6020

Date signed: 12/16/2023

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Trucking

For the improvement to the property described as 22-26 Novi 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Mary Ellen's Transport, LLC

(sign here →)

By:

Shawn Rodriguez

Title:

president

SHAWN RODRIGUEZ

Address:

32945 Folsom Rd.
Farmington Hills MI 48334

Telephone:

313-491-6688

Date signed: 10/25/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Trucking & Materials

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Messina Trucking Inc.

(sign here →)

By

Alecia Niedzwiecki

Name & Title:

Alecia Niedzwiecki

Office Manager

Address: 6386 Auburn Road

Utica, MI 48317

Telephone:

581 731 0150

Date signed:

11/30/23

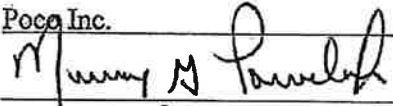
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Barricade subcontractor

For the improvement to the property described as 22-26 Novi 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

(Sign here→) By: Poco Inc. 
Title: VICE PRESIDENT

Address: 4850 S. Sheldon
Canton, MI 48188
Telephone: 734 397 1677

Date signed: 10/26/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

✓
FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Striping subcontractor

For the improvement to the property described as 22-26 Novi 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

(Sign here→) By: PK Contracting
Holly Haines

Title: Holly Haines, agent

Address: 1965 Barrett Drive
Troy, MI 48084
Telephone: 248-362-2130 x107

Date signed: 10/25/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Trucking

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

RD Shelby Trucking Company

(sign here →) By: *J Teeter*

Name & Title: Julie Teeter, President

Address: 1830 North Oaks

Milford, MI 48381

Telephone: 248-867-5497

Date signed: 12-21-23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

f 248 957-8757

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Subcontractor

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Scodeller Construction Inc.

(sign here →) By:

Name & Title:

Jeff Lippert / Div. Mgr.

Address: 51722 Grand River Ave

Wixom, MI 48393

Telephone: 248-374-1102

Date signed:

11/30/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Saw Cutting

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

FMG Concrete Cutting

(sign here →) By: Terri Digitally signed by
Name & Title: Sutfin Terri Sutfin
Date: 2023.11.30
10:38:45 -05'00'

Address: 3515 S. Old US 23
Brighton, MI 48114

Telephone: (810) 227-3650

Date signed: 11/30/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Landscaping subcontractor

For the improvement to the property described as 22-26 Novi 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

(Sign here →) By: Site Solutions, LLC
Bradley Holmes
Title: President
BRADLEY HOLMES

Address: 4337 E. Grand River Ave Ste 234
Howell, MI 48843

Telephone: 810 073 0555

Date signed: 10/19/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Job Materials

For the improvement to the property described as 22-26 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Stoneco of Michigan

(sign here →) By:

Lisa Pensall

Name & Title:

Lisa Pensall / Credit & Collections

Address: PO Box 74008284

Chicago, IL 60674-8284

Telephone: 734-899-8217

Date signed: 11/30/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with SPRINGLINE EXCAVATING
To provide Tree Removal subcontractor

For the improvement to the property described as 22-26 Novi 12 Mile Pathway

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Owen Tree Service

(Sign here →) By:

Randy J Owen

Title:

President

RANDY OWEN

Address: 225 N. Lake George Road

Attica, MI 48412

Telephone: _____

Date signed: 11/8/23

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Approval of participating in the Opioid Litigation settlements with McKinsey & Company, Approving the Bankruptcy organization of opioid manufacturer Endo International plc, and authorizing acceptance of additional opioid settlements and plans.

SUBMITTING DEPARTMENT: CITY ATTORNEY

BACKGROUND INFORMATION:

The City of Novi has previously opted into settlements with several companies involved in the manufacture, distribution, and sale of opioids. Settlements with additional companies are still being worked out. A settlement was recently reached with McKinsey & Company, which is a consulting firm alleged to have provided misleading advertising for the promotion of opioids. This settlement is separate from the previous settlements the City has participated in.

In order to receive settlement funds from this litigation, the City must agree:

- i. To the settlement terms;
- ii. To release claims against McKinsey & Company;
- iii. That monies received can only be spent on opioid remediation and;
- iv. Consent to the jurisdiction of the Court where the Settlement Judgment is filed.

The City also received notification that it is considered a holder of a claim in the bankruptcy reorganization plan of Endo International, PLC, a former manufacturer of an opioid drug. To be eligible for funds from Endo International, the City was asked to vote to accept the reorganization plan, which requires approval from the bankruptcy court before funds can be set aside for distribution to local governments.

RECOMMENDED ACTION:

1. Approval of participating in the opioid litigation settlement with McKinsey & Company and agreeing to the terms of the settlement and the release of claims against the company, agreeing that the funds will be used for opioid remediation.
2. Approval of voting to accept the bankruptcy reorganization plan of Endo International.

3. Approval of authorizing the City Manager to take such further action as is necessary to receive the settlement funds and approving the bankruptcy plan.

4. Since there may be additional opioid settlements and bankruptcy reorganizations, authorizing the City Manager to take the necessary actions to accept the settlement terms, funds and reorganization plans as long as the City Attorney does not have any legal concerns with the settlement or reorganization terms and the funds are used as required by the settlements or plans.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION ACCEPTING OPIOID LITIGATION SETTLEMENT FUNDS FROM MCKINSEY & COMPANY, APPROVING BANKRUPTCY REORGANIZATION FOR ENDO INTERNATIONAL AND AUTHORIZING ACCEPTANCE OF ADDITIONAL OPIOID RELATED SETTLEMENTS AND PLANS

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on March 4, 2024, at 7:00 P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, The City of Novi has previously opted into and has begun receiving funds from national opioid litigation settlements reached against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson as well as from settlements from national pharmacies, CVS, Walmart and Walgreens and against two pharmaceutical companies, Teva Pharmaceutical Industries and AbbVie/Allergan. All these settlements relate to the role of these companies in the manufacture, distribution, sale and marketing of opioids.

WHEREAS, The City of Novi was recently notified that it is eligible to receive funds from an additional lawsuit settlement reached with McKinsey & Company, a consulting firm, which is alleged to have created misleading advertising campaigns for opioids. This settlement is separate from the previous national opioid settlements. In order to receive these settlement funds, the City must agree to the terms of the McKinsey and Company settlement.

WHEREAS, The City of Novi has also received notice that it is considered a holder of a claim in the bankruptcy reorganization plan of Endo International, PLC, a former manufacturer of an opioid pharmaceutical. To be eligible for funds from Endo International, the City was asked to vote to accept the reorganization plan, which requires approval from the bankruptcy court before funds can be set aside for distribution to local governments.

WHEREAS, Since it is likely that there may be additional opioid litigation settlements or plans of reorganization for companies involved in activities relating to the opioid crisis,

the City Council desires to authorize the City Manager to accept the settlement terms and reorganization plans and funds as long as the City Attorney does not have any legal concerns with the settlement or reorganization terms.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City of Novi accepts the terms and funds from the McKinsey & Company settlement and accepts the reorganization plan for Endo International and authorizes the City Manager to take all necessary action for the settlement and reorganization.
2. The City of Novi further authorizes the City Manager to take the necessary actions to accept additional opioid settlement funds and opioid related plans of reorganization, as long as the City Attorney reviews the terms and does not have any concerns with the settlement or reorganization and the funds are used as required by the settlement or plan.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held this 4th day of March 2024.

Cortney Hanson, City Clerk
City of Novi



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Enter Executive Session immediately following the regular meeting of March 4, 2024, for purpose of discussing City Assessor performance evaluations and confidential communications from the City's legal counsel.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of March 4, 2024, for purpose of discussing City Assessor performance evaluations and confidential communications from the City's legal counsel.



CITY OF NOVI CITY COUNCIL
MARCH 4, 2024

SUBJECT: Approval of claims and warrants – Warrant 1151

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

Per Section 8.10 of the City's charter all funds drawn by the treasury department must be approved by City Council. This approval occurs through a warrant system and appears on all City Council's agenda. The most recent Warrant, #1151 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1151

CITY OF NOVI
Warrant 1151
Monday, March 4, 2024

Check	Vendor Name	Description	Amount
187373	A & B LOCKSMITH	INVOICE 94227	106.43
187374	AT&T MOBILITY	INVOICE 830154504X02102024	469.37
187375	TRANSUNION RISK AND ALTERNATIVE	INVOICE 2556421-202401-1	990.00
187376	WEX BANK	INVOICE 95014334	10.00
187377	WEX BANK	INVOICE 94977069	273.47
187378-187402	CONSUMERS ENERGY	HEAT	20,641.45
187403	DTE ENERGY	STREET LIGHTING	21,262.31
187404	DTE ENERGY	ELECTRICITY	17.63
187405	DTE ENERGY	ELECTRICITY	21.63
187406	POSTMASTER	POSTAGE	1,781.26
187407	CONSUMERS ENERGY	HEAT	989.79
187408	CONSUMERS ENERGY	HEAT	473.58
187409	DTE ENERGY	ELECTRICITY	20.90
187410	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187411	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187412	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187413	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187414	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187415	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187416	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187417	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187418	1ST AYD CORPORATION	OPERATING SUPPLIES	279.40
187419	A AND R PLUMBING LLC	SS CAP UPGRADE	5,288.70
187420	ACCUFORM PRINTING & GRAPHICS INC	COMMUNITY NEWSLETTER	30,460.00
187421	ADAM AND JESSICA MCGAHAN	BLDG. BOND REFUND (ESCROW)	500.00
187422	ADT COMMERCIAL LLC	FIBER, CAM, BLDG SECURITY - BOSCO	969.69
187423	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	592.93
187424	AECOM GREAT LAKES, INC	CONSTRUCTION: NOVI RD/ 13 MILE RD PCCP W	25,932.12
187425	AIRGAS USA, LLC	VEHICLE MAINTENANCE	3,825.69
187426	AIS CONSTRUCTION EQUIPMENT CORP	EQUIPMENT MAINTENANCE	195.04
187427	ALADTEC, INC	ON-LINE SCHEDULING SOFTWARE	8,191.00
187428	ALLIANCE FOR INNOVATION INC	MEMBERSHIPS	3,980.00
187429	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	14,960.00
187430	ALLIE BROTHERS INC	NEW POLICE UNIFORMS - 2023	38,453.94
187431	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE	1,630.00
187432	ALTECH DOORS LLC	BUILDING MAINTENANCE	5,576.82
187433	AMAZON	OPERATING SUPPLIES	2,725.22
187434	AMBERGER, MARILYN	REFUND LIBRARY	20.00
187435	AMCOMM TELECOMMUNICATIONS INC	BLDG. BOND REFUND (ESCROW)	500.00
187436	AMERICAN GENERATORS SALES AND	BUILDING MAINTENANCE	173.00
187437	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	1,290.14
187438	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	420.00
187439	ANDY'S STATEWIDE HEATING & AIR	CDBG PROGRAM	4,050.00
187440	APOLLO FIRE APPARATUS SALES AND	VEHICLE MAINTENANCE	4,275.26
187441	APPLIED INNOVATION	EQUIPMENT RENTAL/LEASE	291.64
187442	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	850.06
187443	ASCENSION	2023 WIN TAX REFUND 50-99-00-021-250	438.97
187444	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	1,512.00
187445	AT & T	OPERATING SUPPLIES	70.00
187446	AXON ENTERPRISE, INC.	67 TASER 10 FIREARMS, OUTLINED ON Q-4547	52,853.83
187447	B & B LANDSCAPING	CONTRACTUAL SERVICES	68,249.30
187448	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
187449	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,000.00
187450	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
187451	BAKER & TAYLOR, LLC	AUDIO VISUAL MATERIALS	265.10
187452	BAKER LEGAL GROUP PLLC	PROSECUTOR FEES 7/1/23 - 6/30/24	9,630.00
187453	BELLE TIRE	VEHICLE MAINTENANCE	613.98
187454	BENITO'S CAFE	WATER LINE MAINTENANCE	177.83
187455	BESK, DANIEL	YOUTH BASKETBALL	560.00
187456	BEYER, TODD A.	TENNIS LESSONS	3,263.40
187457	BIRCHLER, THOMAS F.	OLDER ADULTS SPECIAL EVENTS	300.00

187458	BLACKWELL FORD INC	VEHICLE MAINTENANCE	394.10
187459	BLDI, INC.	BLDG. BOND REFUND (ESCROW)	1,500.00
187460	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	72,820.92
187461	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	36,859.91
187462	BOULARD, CHARLES	REIMBURSEMENT	95.00
187463	BOULARD, CHARLES	REIMBURSEMENT	96.90
187464	BOULARD, CHARLES	REIMBURSEMENT	30.00
187465	BOYNTON FIRE SAFETY SERVICES, LLC.	BUILDING MAINTENANCE	135.00
187466	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE	2,100.00
187467	BRODART CO.	LIBRARY BOOKS	8,703.02
187468	BSN SPORTS INC.	YOUTH SOCCER	3,549.66
187469	CAMFIL USA, INC.	INDOOR GUN RANGE	255.24
187470	CANFIELD EQUIPMENT SERVICES INC.	VEHICLE MAINTENANCE	891.62
187471	CANON FINANCIAL SERVICES INC	EQUIPMENT RENTAL/LEASE	4,515.51
187472	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERVICES	7,830.00
187473	CARRIER & GABLE INC	TRAFFIC CONTROL SIGN REPLACEMENT PROGRAM	465.50
187474	CATHOLIC CENTRAL HIGH SCHOOL OF DET	BLDG. BOND REFUND (ESCROW)	19,818.00
187475	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY	17,324.99
187476	CENTER POINT LARGE PRINT	LIBRARY BOOKS	273.55
187477	CERTAPRO PAINTERS OF NOVI	CDBG PROGRAM	1,564.38
187478	CINTAS CORP	SUPPLIES UNIFORMS	1,128.22
187479	CITY OF NOVI	BLDG. PAYMENT REFUND (ESCROW)	1,600.00
187480	CONSERVA ELECTRIC SUPPLY, INC.	BUILDING MAINTENANCE	159.50
187481	CORBY ENERGY SERVICES INC	BLDG. BOND REFUND (ESCROW)	3,000.00
187482	CORE & MAIN LP	WATER LINE MAINTENANCE	372.75
187483	CORELOGIC COMMERICAL REAL ESTATE	2023 WIN TAX REFUND 50-22-23-152-004	13,673.86
187484	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE	2,864.16
187485	COSTAR REALTY INFORMATION INC	INTERNLA TECHNOLOGY	1,827.86
187486	CRANDALL-WORTHINGTON INC	COMMUNITY CENTER	3,255.96
187487	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE	2,820.00
187488	D AND D WATER AND SEWER INC	WATER SERVICE INSTALLATIONS	67,970.51
187489	DAISLEY, MICHAEL	K9 JAMES BOARDING CHARGES	414.00
187490	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	4,450.00
187491	DANIELSON, BARBARA	LIBRARY PROGRAMMING	375.00
187492	DAVEY RESOURCE GROUP	SRVS: TREE MANAGEMENT PLAN UPDATE & URBA	21,787.50
187493	DEANGELIS DIAMOND CONSTRUCTION LLC	CONSTRUCTION: JESSICA'S SPLASH PAD AT BOSCO	252,667.55
187494	DELL MARKETING L.P.	INTERNLA TECHNOLOGY POLICE	14,217.51
187495	DETROIT SALT COMPANY LLC	WINTER MAINTENANCE	19,619.03
187496	DIXIT PARTH	HYDRANT DEPOSIT REFUND	1,120.00
187497	DK AGENCIES (P) LTD	LIBRARY BOOKS	650.00
187498	DONS ELECTRICAL SERVICE	BLDG. PAYMENT REFUND (ESCROW)	121.00
187499	DORNBOS SIGN & SAFETY INC	TRAFFIC CONTROL SIGN REPLACEMENT	1,420.50
187500	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES	5,660.00
187501	VOID		-
187502	DROLET, GARY	YOUTH BASKETBALL	70.00
187503	DVM UTILITIES INC	BLDG. BOND REFUND (ESCROW)	1,500.00
187504	DVM UTILITIES INC	BLDG. BOND REFUND (ESCROW)	1,600.00
187505	ELBEN, SUSAN	EDUCATION AND TRAINING	500.00
187506	ELLSWORTH INDUSTRIES INC.	WATER LINE MAINTENANCE	5,936.48
187507	EMPCO INC	PROFESSIONAL SERVICES	6,230.08
187508	ENGRAVING CONNECTION	COMMUNITY PROMOTION	27.20
187509	ERICKSON, CHELSEA	DANCE PROGRAMS	30,142.25
187510	ETNA SUPPLY	WATER LINE MAINTENANCE	2,405.00
187511	EVANSKI, JACKIE	PER DIEM MACP ADMIN ASSISTANT CONFERENCE	82.00
187512	FARKAS, JULIE	PETTY CASH	128.42
187513	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	152.53
187514	FIRING LINE	SUPPLIES	290.00
187515	FLOR DRI SUPPLY CO INC	GROUNDS MAINTENANCE	470.89
187516	FONSON COMPANY INC.	CONSTRUCTION: LAKESHORE PARK TUNNEL REPL	31,075.01
187517	FRIENDS OF THE GARDEN CITY PUBLIC	CONFERENCE	24.00
187518	FRIENDS OF THE ROUGE	WATERSHED MONITORING PROGRAM	1,500.00
187519	G2 CONSULTING GROUP, LLC.	GEOTECH: LEE BEGOLE DRIVE PARCELS	21,150.00
187520	GALE/CENGAGE LEARNING	LIBRARY BOOKS	119.16
187521	GARBER, DEAN	YOUTH BASKETBALL	140.00
187522	GARRIS, GERYLANN	PER DIEM MACP ADMIN ASSISTANT CONFERENCE	82.00
187523	GFL ENVIRONMENTAL	RUBBISH MONTHLY	176,913.25
187524	GORDON FOOD SERVICE PAYMENT PROC.	VALENTINE DADS/DAUGHTER	170.28
187525	GRAINGER INC, W W	SEWER LINE MAINTENANCE	1,951.38
187526	GRAPH-X SIGNS, DISPLAY & EXHIBITS	BUILDINGS/GROUND/FURNITURE EXPENSE	143.80

V

187527	GRAPHIK CONCEPTS INC	VEHICLE MAINTENANCE	1,885.79
187528	GRAY, SCOTT	YOUTH VOLLEYBALL	105.00
187529	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	83.73
187530	GREAT LAKES ACE	OPERATING SUPPLIES	62.31
187531	GREAT LAKES POWER & LIGHTING INC.	STUDIO VI RENOVATIONS	61,987.17
187532	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
187533	GREAT LAKES WATER AUTHORITY	IWC CHARGES	18,298.28
187534	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE	1,343.00
187535	GREGORY, VICTOR	YOUTH BASKETBALL	280.00
187536	HALT FIRE,INC.	VEHICLE MAINTENANCE	738.95
187537	HALT FIRE,INC.	VEHICLE MAINTENANCE	833.00
187538	HANSON RENAISSANCE COURT REPORTERS	PROFESSIONAL SERVICES	706.50
187539	HAROLD'S FRAME SHOP, INC	VEHICLE MAINTENANCE	420.43
187540	HARRIMAN HEATING INC	BLDG. PAYMENT REFUND (ESCROW)	80.00
187541	HARTFORD, THE	EMPLOYEE INSURANCE	9,462.78
187542	HARWELL,ALISA	REIMB SD CARDS FOR DETECTIVE CAMERS	48.74
187543	HASTINGS AIR-ENERGY CONTROL	BUILDING MAINTENANCE	225.00
187544	HEALTH ALLIANCE PLAN	EMPLOYEE INSURANCE	18,830.49
187545	HENDERSON, LEONARD	YOUTH BASKETBALL	140.00
187546	HOME DEPOT	BUILDING MAINTENANCE	169.31
187547	HOME DEPOT CREDIT SERVICES	WATER LINE MAINTENANCE	2,658.73
187548	HYDRO-CHEM SYSTEMS, INC.	VEHICLE MAINTENANCE	748.03
187549	IDENTISYS INC	OPERATING SUPPLIES	1,068.00
187550	IMAGAMERICA	COMMUNITY PROMOTION	2,541.49
187551	IMAGE 360 - NOVI	COMMUNITY PROMOTION	150.00
187552	IMPERIAL DADE	BUILDING MAINTENANCE	940.78
187553	INDUSTRIAL CHEM LABS & SVCS	OPERATING SUPPLIES	339.18
187554	INFORMATION TODAY INC	CONFERENCE	589.00
187555	INNOVATED ENERGY CONTROLS, LLC	PUBLIC SAFETY GENERATOR REPLACEMENT	92,447.40
187556	INTEGRATED SECURITY CORPORATION	WATER LINE MAINTENANCE	1,635.00
187557	INTERNATIONAL CODE COUNCIL INC.	OPERATING SUPPLIES	62.50
187558	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	430.00
187559	J & E INSTALLATION	CDBG PROGRAM	1,990.00
187560	J.M.L. CONTRACTING & SALES INC	BUILDING MAINTENANCE	10,875.00
187561	JK LOCKSMITH CO LLC	WATER LINE MAINTENANCE	7.40
187562	JOHNSON, ANTHONY W.	YOUTH BASKETBALL	70.00
187563	JORDAN, JAMON	LIBRARY PROGRAMMING	350.00
187564	KENNEDY INDUSTRIES INC	SEWER LINE MAINTENANCE	3,009.90
187565	KENWHIRL APPLIANCE SERVICE	BUILDING MAINTENANCE	243.00
187566	KEVIN KEMPL	BLDG. BOND REFUND (ESCROW)	9,227.50
187567	KID CREATE STUDIO	ART PROGRAMS	75.00
187568	KIDS FOOT LOCKER	2023 WIN TAX REFUND 50-99-00-022-145	684.99
187569	KIESLER'S POLICE SUPPLY, INC.	SUPPLIES AMMUNITION	1,548.00
187570	KIMBALL MIDWEST	OPERATING SUPPLIES	2,273.03
187571	KING, THOMAS	YOUTH BASKETBALL	245.00
187572	KIRK REAL ESTATE PROPERTIES, LLC	BLDG. BOND REFUND (ESCROW)	800.00
187573	KNIGHT TECHNOLOGY GROUP, INC	CONFERENCE	285.00
187574	KNIGHT WATCH INC	COMPUTER SUPPLIES	315.00
187575	LANGUAGE LINE SERVICES	EMERGENCY COMMUNICATION SERVICE	174.74
187576	LEARNING CARE GROUP	BLDG. BOND REFUND (ESCROW)	12,577.25
187577	LECOM LLC	BLDG. BOND REFUND (ESCROW)	1,500.00
187578	LEISURE UNLIMITED LLC	OLDER ADULTS FITNESS	1,044.00
187579	LEPOFSKY, BARRY J.	YOUTH BASKETBALL	245.00
187580	LGC GLOBAL INC.	CONSTRUCTION: NOVI RD/ 13 MILE RD PCCP	90,891.71
187581	LITHIA REAL ESTATE INC	BLDG. PAYMENT REFUND (ESCROW)	660.00
187582	LOKKEN, ROBIN S.	YOUTH BASKETBALL	175.00
187583	LOOMIS	ARMORED CAR SERVICES	590.07
187584	LOSACCO, STEVEN	ACT 407 CODE UPDATE CONFERENCE	639.74
187585	LOVO COMMUNICATIONS INCORPORATED	BUILDING MAINTENANCE	233.75
187586	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE	375.62
187587	M-K CONSTRUCTION CO INC	CONSTRUCT: MIDDLE ROUGE STREAMBANK	601,218.45
187588	MACOMB COMMUNITY COLLEGE	EDUCATION AND TRAINING	6,217.00
187589	MACQUEEN EMERGENCY	SCBA SUPPLIES	96.86
187590	MARK'S OUTDOOR POWER EQUIPMENT	EQUIPMENT MAINTENANCE	4,346.56
187591	MAROCCO, ANTHONY D	2023 SUM TAX REFUND 50-22-35-427-005	589.16
187592	MARTIN, JOHN	PER DIEM SMEMSIC	111.00
187593	MC AULIFFE, MICHAEL	YOUTH BASKETBALL	350.00
187594	MCKENNA ASSOCIATES INC	CDBG PROGRAM	661.25
187595	MEADOWBROOK ART CENTER	COMMUNITY PROMOTION	294.00

187596	MEYER, JESSICA	PER DIEM WOMAN IN LAW ENFORCEMENT CONFER	159.00
187597	MICHIGAN FIRE INSPECTORS SOCIETY	CONFERENCE	1,025.00
187598	MICHIGAN MUNICIPAL LEAGUE	ACCRUED WORKERS COMPENSATION	38,375.00
187599	MICHIGAN.COM	SUPPLIES	1,348.36
187600	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	1,625.41
187601	MIRAGE DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	1,018.50
187602	MORRIS, MELISSA	MILEAGE REIMBURSEMENT	28.14
187603	MUCK, JEFF	REIMBURSEMENT CONFERENCE	656.20
187604	MUCK, JEFF	PER DIEM MPARKS CONFERENCE	110.00
187605	MUNICIPAL WEB SERVICES, INC	WEB PAGE MAINTENANCE	5,893.00
187606	MUSTAPHA, TAJ	YOUTH BASKETBALL	70.00
187607	NAGAR, VIDHU & CARRI LEANOR	2023 WIN TAX REFUND 50-22-01-326-144	310.22
187608	NAK4FIT	SPORTS CAMPS	1,713.60
187609	NAKAD, MICHAEL	REIMBURSEMENT UNIFORM SUPPLIES	101.46
187610	NATIONAL TIME & SIGNAL	BUILDING MAINTENANCE	3,909.20
187611	NEW PIG CORPORATION	VEHICLE MAINTENANCE	107.99
187612	NORTHSTAR MAT SERVICE	BUILDING MAINTENANCE	319.56
187613	NORTHVILLE LOCKSMITH INC., THE	BUILDING MAINTENANCE	87.50
187614	NOVI CHAMBER OF COMMERCE	COMMUNITY PROMOTION	1,839.50
187615	NOVI COMMUNITY SCHOOLS	YOUTH BASKETBALL	468.00
187616	NOVI WATER DEPARTMENT	WATER AND SEWER	4,618.16
187617	NOVI, CITY OF	HIDTA AP CONTRACT FEE	27,377.00
187618	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	1,965.33
187619	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSE 10/1/2023 - 01/31/2024	3,303.50
187620	OAKLAND COUNTY REGISTER OF DEEDS	AUDI OF NOVI INGRESS - EGRESS	30.00
187621	OAKLAND COUNTY TREASURER	TRAILER TAX DECEMBER 2023	13,885.00
187622	OAKLAND COUNTY TREASURERS	SEWAGE DISPOSAL SERVICES/ANNUAL CLEMIS FEE	870,054.99
187623	ODP BUSINESS SOLUTIONS, LLC	OPERATING SUPPLIES	377.46
187624	ON DUTY GEAR, LLC	VEST PURCHASES 2023-24	14,044.98
187625	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES	6,500.00
187626	ORIENTAL TRADING CO INC	LIBRARY PROGRAMMING	389.85
187627	ORKIN	VILLA BARR PROPERTY	567.94
187628	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE	912.50
187629	OVERDRIVE, INC.	ELECTRONIC MEDIA	6,179.72
187630	PAMAR ENTERPRISES, INC.	CONSTRUCT: SS UPGRADES (LANNYS & DRAKE)	508,439.76
187631	PEPPER & SON INC, J.W.	NOVI CONCERT BAND	212.90
187632	PERFECT CLEANERS OF DETROIT, INC	2023-24 UNIFORM CLEANING	1,002.05
187633	PHOENIX SAFETY OUTFITTERS	SUPPLIES UNIFORMS	1,110.00
187634	POWER CLEANING SYSTEMS	EQUIPMENT MAINTENANCE	900.00
187635	PRACTICE ZONE, THE	YOUTH VOLLEYBALL	1,792.00
187636	PREMIER SAFETY	OPERATING SUPPLIES	1,014.90
187637	PRINTING SYSTEMS	ELECTION SUPPLIES	478.05
187638	PRIORITY HEALTH	EMPLOYEE INSURANCE	31,772.21
187639	PROFESSIONAL BUILDING SERVICES LLC	CUSTODIAL SERVICES	7,492.88
187640	PROSCREENING, LLC	RECRUITMENT	1,442.00
187641	PULTE GROUP	2023 WIN TAX REFUND 50-22-31-401-024	574.95
187642	PULTE HOMES OF MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	43,518.56
187643	PULTE HOMES OF MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	23,600.00
187644	QUADIENT INC	INTERNAL TECHNOLOGY FINANCE	7,382.09
187645	QUALITY FIRST AID & SAFETY, INC.	SUPPLIES UNIFORMS	588.81
187646	QUILL CORPORATION	OFFICE SUPPLIES	263.09
187647	RAYBURN PROPERTIES LLC	BLDG. BOND REFUND (ESCROW)	400.00
187648	REASON CONSULTING CORPORATION	PERSONAL PROPERTY AUDITOR	3,333.00
187649	RED WING SHOE STORE	SUPPLIES UNIFORMS	1,393.69
187650	REDSTONE ARCHITECTS, INC.	PUBLIC SAFETY FACILITY NEEDS ASSESSMENT	24,627.50
187651	RESOURCE RECOVERY AND RECYCLING	RECYCLING CENTER	2,773.00
187652	RICKEL, AIDAN	CHORALAIRES	2,480.00
187653	RKA PETROLEUM COS., INC	GASOLINE AND OIL	34,977.68
187654	RL MORRIS	BLDG. BOND REFUND (ESCROW)	1,500.00
187655	RNA FACILITIES MANAGEMENT	JANITORIAL CONTRACT	18,854.51
187656	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SERVICES	7,396.86
187657	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES	27,203.70
187658	ROWERDINK INC	VEHICLE MAINTENANCE	977.01
187659	ROYAL TRUCK & TRAILER SALES & SVC	VEHICLE MAINTENANCE	133.92
187660	RUGGIRELLO, CHARLES	YOUTH BASKETBALL	385.00
187661	RYAN, NATHAN	TABS FOR NFPA FIRE INSPECTOR TRAINING	134.07
187662	SAM'S CLUB DIRECT	ADULT PROGRAMS	568.50
187663	SAVIN LAKE SERVICES, INC.	WALLED LAKE BOARD	1,600.00
187664	SCALLIONS, WESLEY	MILEAGE REIMBURSEMENT	130.09

187665	SCHOOLCRAFT COLLEGE	MEDICAL SERVICE	625.00
187666	SEXTON, KRAIG	YOUTH BASKETBALL	280.00
187667	SHIFMAN FOURNIER, PLC	LEGAL FEES	2,277.00
187668	SIGNAL RESTORATION SERVICES	BIO HAZARD CLEANING OF JAIL CELLS	432.86
187669	SITEONE LANDSCAPE SUPPLY, LLC	WATER LINE MAINTENANCE	160.00
187670	SKILLPATH SEMINARS	CONFERENCE	298.00
187671	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	3,103.17
187672	SOLUTION CONTROLS SERVICES, LLC	MAIN ENTRANCE DESIGN	4,095.00
187673	SOREQUES CONSTRUCTION LLC	BLDG. BOND REFUND (ESCROW)	500.00
187674	SPALDING DE DECKER	PROFESSIONAL SERVICES	54,109.58
187675	SPARC ARENA LLC	SPORTS CAMPS	756.00
187676	SPRINGLINE EXCAVATING, LLC	CONSTRUCTION: 12 MILE RD PAVING	101,420.07
187677	SQUEAKY SHINE CAR WASH	VEHICLE MAINTENANCE	465.00
187678	STANLEY STEEMER INTERNATIONAL	BUILDING MAINTENANCE	150.00
187679	STATE OF MICHIGAN	STORMWATER PERMIT	5,000.00
187680	STATE OF MICHIGAN	SOR REGISTRATION	462.00
187681	STATE PERMIT INC	BLDG. PAYMENT REFUND (ESCROW)	2,315.00
187682	STEIN, JEREMY	REFUND PARKS	10.00
187683	STERLING JEWELERS	2023 WIN TAX REFUND 50-99-00-023-213	362.74
187684	STRAUSBERG, DANIEL C & CONNIE J	2023 WIN TAX REFUND 50-22-36-278-001	30.00
187685	STRYKER	VEHICLE MAINTENANCE	57.00
187686	SUNBELT RENTALS INC	EQUIPMENT RENTAL	741.60
187687	SUPERFISKY, PAMELA	ELECTION MEETING	30.00
187688	SUPERIOR AIR-GROUND AMBULANCE	OPERATING SUPPLIES	170.00
187689	SYSTEMP CORPORATION	BUILDING MAINTENANCE	10,928.82
187690	SZELAP, CHRISTINE E. HEFFERNAN	KARATE	2,486.75
187691	T-MOBILE USA, INC	TELEPHONE	1,029.38
187692	TEL SYSTEMS	COMPUTER SUPPLIES	975.00
187693	TELNET WORLDWIDE INC.	TELEPHONE	1,015.82
187694	THE MONAHAN CO	BLDG. BOND REFUND (ESCROW)	13,014.00
187695	THOMSON REUTERS - WEST	SUPPLIES	418.34
187696	TODD'S SERVICES INC.	BLDG. BOND REFUND (ESCROW)	500.00
187697	TORRID LLC	2023 WIN TAX REFUND 50-99-00-023-218	362.74
187698	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE	601.50
187699	TRIMAS, KURT	WITNESS	8.97
187700	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE	7,134.88
187701	TRUGREEN PROCESSING CENTER	GROUNDS MAINTENANCE	497.35
187702	TURNKEY NETWORK SOLUTIONS	BLDG. BOND REFUND (ESCROW)	1,000.00
187703	TURNOUT MANAGEMENT	SUPPLIES UNIFORMS	880.00
187704	ULINE, INC.	OPERATING SUPPLIES	416.72
187705	UNIVERSAL PLUMBING AND SEWER	BLDG. BOND REFUND (ESCROW)	1,500.00
187706	USA BLUEBOOK	OPERATING SUPPLIES	109.66
187707	VARIPRO	PROFESSIONAL SERVICES	5,684.66
187708	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	3,076.49
187709	VERCARA, LLC	INTERNAL TECHNOLOGY	19.78
187710	VERIZON WIRELESS	TELEPHONE	419.38
187711	VETTRAINO CONSULTING LLC	CONFERENCE COUNCIL MEMBERS	3,450.00
187712	WAHL TO WAHL PLUMBING LLC	JANITORIAL CONTRACTS	14,800.00
187713	WEINGARTZ SUPPLY CO INC	LAWN MOWER MAINTENANCE	389.18
187714	WIXOM COLLISION	VEHICLE MAINTENANCE	5,830.08
187715	WUTKE, JOHN ROBERT	2023 WIN TAX REFUND 50-22-29-201-002	1,058.41
187716	WYDRYCK, KATLYN	PER DIEM WOMAN IN LAW ENFORCEMENT CONFER	159.00
187717	ZHANG, XIANGMIN & CHEN QI	2023 WIN TAX REFUND 50-22-25-227-022	891.27
187718	ZHU, XIAOLIANG	2023 WIN TAX REFUND 50-22-36-103-012	889.70
187719	ZIOZIOS, JAN	REIMBURSEMENT	30.00
187720	FITZGERALD WOODSHOP LLC	INVOICE 72	600.00
187721	INTERIOR ENVIRONMENTS	INVOICE 16909	22,195.78
187722	LUCAS, PETER	OPERATING SUPPLIES	373.82
187723	LUCAS, PETER	OPERATING SUPPLIES	533.18
187724	SCHOOLCRAFT COLLEGE	INVOICE VT-3252	225.00
187725	UPPER LEVEL GRAPHICS, INC.	INVOICE 25752	4,695.00
187726	VERIZON WIRELESS	INVOICE 9955530023	40.01
187727	VERIZON WIRELESS	INVOICE 9945794510	233.48
187728	VERIZON WIRELESS	INVOICE 9948232236	233.48
187729	VERIZON WIRELESS	INVOICE 9950674187	233.48
187730	VERIZON WIRELESS	INVOICE 9953147129	233.51
187731	VERIZON WIRELESS	INVOICE 9955044421	1,652.45
187732	VERIZON WIRELESS	INVOICE 9955616438	233.51
EFT	FIFTH THIRD BANK	JANUARY PURCHASES	123,544.07

D&D BICYCLES	PD: Operating Expense	495.95
APPRAISAL INSTITUTE	ASSESSING: Required education	260.00
DELTA	FD: Conference	435.20
THE APPRAISAL FOUNDATI	ASSESSING: 2024 USPAP book	52.84
EB 12TH ANNUAL CROSS-	MGR: Conf and workshops	17.85
PAYPAL ESCREEN INC	HR: DOT Random renewal	150.00
GROUPMAP TECHNOLOGY	MGR: Software	8.00
JIMMY JOHNS - 396 - E-	CC: Committee Meeting	171.89
AMZN MKTP US R094U4YH0	IS: Network Hardware	892.90
AMAZON.COM R04L07GQ1	PD: VM	194.99
MACEO	CD: Training	190.00
SUNOCO 0592309900 QPS	PD: Gas	54.00
SVSU ONLINE PMNTS	HR: SVSU Career Fair	308.55
OHIO TURNPIKE PLAZA	PD: Operating Expense	16.25
PAYPAL RODZINAINDU	CLK: election supplies	43.00
OHIO TURNPIKE	PD: Operating Expense	16.25
COURTYARD BY MARRIOTT	PD: Operating Expense	118.77
EIG CONSTANTCONTACT.CO	CR: Mrktng	271.00
ATT CONS PHONE PMT	FACILITES - Utilities - Telephone	6,123.37
FEDEX598229686	PD: FedEx	24.82
SUNOCO 0577326200 QPS	PD: Gas	78.00
SUNOCO 0311460000 QPS	PD: Gas	36.00
DNH GODADDY.COM	IS: SSL Certificate Renewal	599.98
MMTA	Treas: Workshop	99.00
WEB NETWORKSOLUTIONS	IS: Domain	47.97
UNIV OF MD ONLINE PYMT	FD: Conference	2,075.00
WEATHERTECH	FMPM: VM	64.95
AMZN MKTP US R077O25F2	PD: Operating Expense	139.36
MINER LTD	DPW: EM	690.25
AMAZON.COM R096T3MN1	MGR: Office Supply	42.94
WEB NETWORKSOLUTIONS	IS: Domain	16.99
AMZN MKTP US R08L14I70	PRCS: Event Supplies	14.49
CALIBRE PRESS	PD: Conference	495.00
MSU PAYMENTS	CC: Educational Course	250.00
WMU CAREER AND STUDENT	HR: WMU Career Fair	75.00
ALLIANZ TRAVEL INS	DPW: CTW	27.38
NAFA REGISTRATION	DPW: CTF	999.00
AMZN MKTP US R019Q1ZZ1	PRCS: Event Supplies	36.00
NAFA FLEET MGMT ASSOC	DPW: CTW	1,600.00
WWW.PEACHJAR.COM	PRCS: Marketing Expense	225.00
DELTA	DPW: CTW	405.70
UBER TRIP	FM: Conference Travel	17.99
LUSHA	ED: Support material	348.00
AMAZON.COM R05DT7F11	IS: Hardware	459.98
HILTON	FM: Conference Hotel	504.03
GOVT SOCIAL MEDIA	CR: GSMCON conf	200.00
UBER TRIP	FM: Conference	1.00
CITGO 8 MILE AND TELEG	PD: Gas	31.59
AMZN MKTP US R06H10L61	PD: Operating Supplies	35.43
AMZN MKTP US R03EM04J1	IS: Hardware	31.00
WILMINGTON FRA	PD: Training	1,990.00
LS JOES TRAILER MANUFA	DPW: EQUIP	4,000.00
AMZN MKTP US R07WO2342	FD: Operating Expense	79.99
AMZN MKTP US R883Q6YK1	IS: Hardware	53.97
BENITO S CAFE	CC: meeting	19.42
LANDS END BUS OUTFITTE	LIB: Staff Recognition	32.90
SAMSClub.COM	PRCS: Education	75.14
PANERA BREAD #600667 O	LIB: Conferences	(6.43)
AMZN MKTP US R80G05RV1	PD: VM	19.78
AMZN MKTP US R06OZ3SY0	CR: supplies	24.99
NATIONAL ACADEMY OF TE	CR: Video	1,000.00
LANDS END BUS OUTFITTE	LIB: Staff Recognition	35.90
DETROIT TIGERS	PRCS: OAS Travel	333.75
GIH GLOBALINDUSTRIALEQ	FM: Operating Supplies	78.29
AMAZON.COM R05AL5O12	PRCS: OAS Social Supplies	10.49
UNIV DAYTON PAYMENT	HR: Univ of Dayton Career Fair	200.00
IIMC	CLK: membership	225.00
AMAZON RET 111-006367	CR: Video	189.00
BC.BASECAMP 1613811	IS: Project Mgmt Software	250.00

MICHIGAN APWA	DPW: APWA monthly meeting	35.00
TWO MEN AND A TRUCK 04	FD: Building Improvements	1,010.00
PANERA BREAD #600667 O	MGR: Council Food	30.07
AMZN MKTP US R89005QB1	PD: Office Supplies	58.78
MARIA S ITALIAN BAKERY	CR: Youth Council	95.03
MSU PAYMENTS	HR: MSU Career Fair	450.00
AMAZON.COM R83579HL1	CLK: supplies	37.99
MGFOA REGISTRATION FEE	FIN: Training-S.Lilla	135.00
WALGREENS #4454	PRCS: Education	21.38
KROGER #632	CC: meeting	37.98
FEDEX597512901	PD: FedEx	34.58
FSP OAKMAC SHRM	HR: Training	10.00
RALLY HOUSE 064	FD: Operating Expense	151.96
UBER TRIP	FM: Conference Travel	21.72
UBER TRIP	FM: Conference	3.29
AMZN MKTP US R83Y8KN2	IS: Hardware	148.79
AMZN MKTP US R878E3BW1	PD: Supplies	21.34
USPS STAMPS ENDICIA	LIB: Postage	100.00
AMAZON.COM R855R0VR2	PD: Supplies	21.71
STAMPS.COM	LIB: Postage	19.99
WHITLOCK BUSINESS SYST	Treas: Print utility bills	414.59
TEMPLEPUBLI	HR: Police Officer Job Ad	195.00
AMAZON.COM R01AU8050	PD: Conference	119.03
DELTA HOTELS	MGR: Conf and Workshop	406.80
PAYPAL BFL BFL	FD: Training	699.00
WHITLOCK BUSINESS SYST	Treas: Postage for utility bills	1,671.90
AMZN MKTP US R87KC5M2	PRCS: Operating Supplies	25.99
SOL SNAP-ON INDUSTRIAL	DPW: TOOLS	275.00
AMZN MKTP US R845S1V12	PD: Supplies	25.55
AMAZON.COM R865I33K1	CLK: election supplies	136.22
THE UPS STORE 4254	PRCS: Marketing	13.72
SOL SNAP-ON INDUSTRIAL	DPW: TOOLS	140.00
METRO AIRPORT PARKING	CR: conference parking	180.00
GFS STORE #1985	CR: Supplies	26.97
AMZN MKTP US	PD: Supplies	(21.55)
QWIK PARK	MGR: Conf and Workshop	48.00
WHITLOCK BUSINESS SYST	Asses: Print notices	1,148.01
WHITLOCK BUSINESS SYST	Asses: Postage	712.79
DELTA	CR: conference	559.20
AMZN MKTP US R07N35NF0	CLK: Supplies	57.08
MEIJER STORE #172	PRCS: OAS Social Supplies	49.95
MICHIGAN MUNICIPAL LEA	MGR: MML Registration	200.00
AMZN MKTP US R87A79WV0	PD: Conference	48.71
TARGET 00014654	LIB: Programming	(22.82)
UTM REALITY BASED TRAI	PD: Training	1,545.00
PANERA BREAD #600667 O	LIB: Conferences	146.67
AMZN MKTP US R87P56CA1	PD: VM	27.99
AMZN MKTP US R87YK7UL0	PD: Office Supplies	45.48
MOGUL INC.	HR: Recruitment	479.50
AMZN MKTP US R897S67L0	PD: Operating Expense	79.00
DOLAN CONSULTING GROUP	PD: Training	200.00
AMZN MKTP US R83PH4FZ1	CR: supplies	36.98
BAUDVILLE INC.	PD: Operating Supplies	331.54
AMZN MKTP US R808U5WC0	CR: Supplies	19.97
TWO MEN AND A TRUCK 04	FD: Building Improvements	100.00
NATIONAL ACADEMY OF TE	CR: MI NATAS Entry	750.00
GFS STORE #1985	CR: supplies	87.95
PP AMERICAN PUBLIC WOR	DPW: APWA monthly meeting	25.00
WM SUPERCENTER #5893	PRCS: OAS Social Supplies	41.34
AMZN MKTP US RT25U5WG1	PD: Conference	48.71
AMZN MKTP US R81T51L32	PRCS: Event Supplies	61.95
AMZN MKTP US RT6Y92IR1	PD: Office Supplies	43.00
AMZN MKTP US R80E97LC2	PD: Operating Supplies	256.24
BWY FBINAA NATL OFFICE	PD: Membership Dues	115.00
RECIMI	CD: Training	45.00
HOBBY-LOBBY #645	LIB: Program	(27.54)
MUSIC THEATRE INTERNAT	PRCS: Program expenses	1,091.62
FULL SPECTRUM LASER LL	LIB: iCube	1,223.54
SPECTRUM	FACILITIES - Utilities - Cable	10,785.12

AMZN MKTP US R81D902D0	CLK: Supplies	22.27
AMZN MKTP US R87J297X0	CLK: Supplies	77.29
EXXON CLYDE ROAD	PD: Gas	47.66
AMAZON.COM R80Z320I2	CD: Office Supplies	35.78
D J WALL-ST-JOURNAL	MGR: Wall Street Journal	38.99
MICHIGAN MUNICIPAL LEA	MGR: Membership and Dues	425.00
BEAT BY BEAT PRESS	PRCS: Program expenses	595.00
AMZN MKTP US R80X06C82	OAS: program supplies	53.54
CARRIAGE CLEANERS	PRCS: Civic center	20.00
STATE OF MI EMS	FD: Dues	25.00
SQ NATIONAL TACTICAL	PD: SRT	55.00
NOVI CHAMBER OF COMMER	CR: Chamber event	100.00
AMZN MKTP US RT1XU5YJ2	PD: Supplies	21.55
EIG CONSTANTCONTACT.CO	CLK: Elections	180.00
MARATHON PETRO179051	PD: Gas	55.58
DTV DIRECTV SERVICE	PD: Cable	999.88
HOBBY-LOBBY #645	LIB: Program	25.98
YETI 1-833-225-9384	PD: Operating Supplies	2,137.50
CENTURYLINK LUMEN	FACILITIES - Utilities - Cable	254.10
AMZN MKTP US RT8600RZ2	PD: Operating Supplies	10.99
TARGET 00014654	LIB: Programming	19.76
AMZN MKTP US RT4DN0K41	CD: Office Supplies	18.99
WALMART.COM	PRCS: Memorial Day	102.81
AMAZON.COM RT12737G2	IS: Hardware	47.36
AMAZON RET 101-265.00	IS: Hardware	81.91
LOWES #01814	CD: Safety Masks	248.99
AMZN MKTP US RT1K098C1	PRCS: Civic center	23.64
MICHAELS STORES 3744	LIB: Program	(15.89)
MICHAELS STORES 3744	LIB: Program	14.99
MOES ON TEN	LIB: Program	700.66
123.NET, INC.	FACILITIES - Utilities - Telephone	2,718.64
VMO VIMEO PLUS	CR: Video	84.00
AMZN MKTP US RT64A6AE1	CLK: supplies	83.98
AMZN MKTP US RT2F60DP2	CLK: supplies	51.80
VZWRLSS APOCC VISB	FACILITIES - Utilities - Telephone	13,367.60
HOBBY-LOBBY #645	LIB: Program	27.54
AMZN MKTP US RT2584W70	CR: retirement gift	217.64
TECHSOUP	LIB: Computer Software licencing	39.00
USPS.COM CLICKNSHIP	CLE: passports	8.05
SP DRONE NERDS	PD: Operating Expense	69.00
SOL SNAP-ON INDUSTRIAL	DPW: OS	138.95
MICHAELS STORES 3744	LIB: Program	15.89
AMZN MKTP US R85SS33Z0	PD: Office Supplies	83.65
IACP	PD: Membership Dues	125.00
AMAZON.COM RT6JU69P0	IS: Supplies	50.62
IACP	PD: Membership Dues	190.00
AMZN MKTP US RT6K07JP2	CR: popcorn supplies	46.92
IACP	PD: Membership Dues	75.00
IACP	PD: Membership Dues	190.00
AMAZON.COM RT5J599Q0	PRCS: Fitness supplies	131.32
TARGET 00014654	LIB: Program	22.82
AMAZON.COM RT4YN8CT1	CR: Video	149.99
USPS.COM CLICKNSHIP	CLK: Passports	16.10
GFL ENVIRONMENTAL - NO	DPW: Rubbish	296.51
PAYPAL ETSY INC	CR: supplies	50.87
AMAZON.COM RT3251NB2	CR: Video	149.99
PELRA IL	HR: National Labor Conference	849.00
ADVANCETEC INDUSTRIES	PD: VM	180.20
AMZN MKTP US RT2I00F72	PRCS: Civic center	24.48
AMZN MKTP US RT7D714F2	PD: VM	159.95
FEDEX596707816	FD: FedEx	118.22
AMZN MKTP US RT7U59FL2	PD: VM	142.77
AMZN MKTP US TK0SZ2Y11	PRCS: Civic center	26.99
AMZN MKTP US RT9795Q40	FD: Operating supplies	18.58
DELTA	CR: GSMCON conf	512.20
GOVT SOCIAL MEDIA	CR: GSMCON conf	79.00
LANDS END BUS OUTFITTE	LIB: Staff Recognition	138.63
AMAZON.COM RT2XN3230	PD: Office Supplies	5.12
AMZN MKTP US RT3GZ5ZX2	CR: phone case	25.35

AMZN MKTP US RT6A10LZ2	PD: Office Supplies	147.00
GOVT SOCIAL MEDIA	CR: GSMCON conf	859.00
BENITO S CAFE	PD: Employee Recognition	111.28
AMZN MKTP US RT2Z88452	CLK: Supplies	12.77
BENITO S CAFE	PD: Employee Recognition	220.17
USPS.COM CLICKNSHIP	CLK: Passports	8.05
AMZN MKTP US TK3OV2R72	IS: Hardware	1,399.00
AMZN MKTP US TK80O3Y32	FD: Operating supplies	37.58
ABPA	W&S: memberships, dues	65.00
BENITO S CAFE	CR: catering	72.25
AMZN MKTP US TK6SB9W62	DPW: OS	171.93
WP BUILDINGCODEMASTERS	CD: Training	29.00
USPS.COM CLICKNSHIP	CLK: Passports	16.10
BENITO S CAFE	PD: Employee Recognition	220.17
MICHIGAN RECREATION &	PRCS: OAS Travel	250.00
POLICE EXECUTIVE RESEA	PD: Dues	200.00
BENITO S CAFE	PD: Employee Recognition	111.28
AMZN MKTP US RT2NA3A00	PD: Office Supplies	196.86
JIMMY JOHNS - 396 - E-	CC: meeting	52.99
DELTA	FD: Accreditation	586.20
THE NATIONAL ASSOCIATI	CR: Conference	800.00
ALLIANZ TRAVEL INS	FD: Accreditation	41.03
AMAZON.COM TK1JE3SB2	CR: supplies	9.68
MICHIGAN MUNICIPAL LEA	DPW: Conferences/ Workshops	20.00
MICHIGAN WILDFLOWER FA	PRCS: Park Amenity	137.46
USPS.COM CLICKNSHIP	CLK: Passports	8.05
AMZN MKTP US TK2P04611	PRCS: Fitness	19.89
AMAZON.COM TK2558202	CD: Office Supplies	65.72
AMZN MKTP US RT42K9TB0	FM: Operating Supplies	65.89
PANERA BREAD #608009 O	CC: Committee meeting	147.40
EXXON CLYDE ROAD	PD: Gas	51.80
GOVT SOCIAL MEDIA	CR: Conference	859.00
WHITLOCK BUSINESS SYST	Treas: Print tax bills	3,276.73
AMZN MKTP US TK2IY1601	CLK: supplies	28.73
WHITLOCK BUSINESS SYST	Treas: Postage for tax bills	10,202.63
NATIONAL FIRE PROTECTI	FD: Training	199.00
AMZN MKTP US TK95N2720	FD: Operating Expense	79.80
HOBBY-LOBBY #645	LIB: Program	8.95
MOES ON TEN	MGR: Council Food	815.63
KROGER #632	LIB: Program	46.01
NFPA NATL FIRE PROTECT	FD: training	180.00
AMZN MKTP US TK58X9B22	PD: Office Supplies	19.49
AMAZON.COM TK5M80EN2	MGR: office supplies	280.52
AMZN MKTP US TK0PD7RE0	CLK: Supplies	25.90
SPORTSFACIL	PRCS: Program Supplies	588.10
GOOGLE GOOGLE STORAGE	CR: Video	9.99
USPS.COM CLICKNSHIP	CLK: Passports	24.15
AMAZON.COM TK7ZQ3M82	CLK: Supplies	120.11
COMFORT INNS	OAS: Conference Hotel Refund	(11.52)
TST CHOPPED OLIVE	MGR: Council Food	69.24
AMZN MKTP US TK7F93DX0	PD: Dispatch	68.79
USPS.COM CLICKNSHIP	CLK: Passports	24.15
AMZN MKTP US TK7J64CR1	PD: Office Supplies	29.69
AMZN MKTP US TK4T67O01	IS: Hardware	9.99
AMAZON.COM TK6Y506E0	CLK: supplies	17.40
TST SLOWS TO GO	PRCS: staff retreat lunch	271.44
EXXON CLYDE ROAD	PD: Gas	55.96
USPS.COM CLICKNSHIP	CLK: Passports	24.15
JONES & BARTLETT LEARN	FD: Training	218.73
NOVI CHAMBER OF COMMER	LIB: Memberships and Dues	15.00
AMZN MKTP US DE4G88TH3	PD: Operating Expense	17.98
INFOSEC INSTITUTE, INC	IS: Training	1,499.00
DETROIT ECONOMIC CLUB	ED: Event	90.00
MICHIGAN STATE YSA	PRCS: Program Expense	400.00
MSU PAYMENTS	CC: Educational Course	250.00
THOMSON WEST TCD	PD: Operating Expense	1,248.00
MICHIGAN WATER ENVIORN	DPW: Conference	160.00
AMZN MKTP US BC6697QQ3	PRCS: OAS Social Supplies	12.94
MICHIGAN MUNICIPAL LEA	CC: Educational Course	125.00

MICHIGAN ASSOC OF CHIE	PD: Membership Dues	700.00
KEY CODE MEDIA	CR: Tricaster Box Upgrades	3,687.35
ALL IN ONE POSTER COMP	HR: Labor law posters	282.00
MACEO	CD: Training	20.00
THE NATIONAL ASSOCIATI	CR: membership	160.00
PRINTING SYSTEMS INC	CLK: election	1,318.17
PRINTING SYSTEMS INC	CLK: Election	1,749.91
MICHIGAN WATER ENVIORN	DPW: Operator Day	160.00
PRINTING SYSTEMS INC	CLK: Election	2,464.93
APPRAISAL INSTITUTE	ASSES: Required Education	360.00
MACEO	CD: Membership	75.00
PRINTING SYSTEMS INC	CLK: Election	998.79
FEDEX595916477	PD: FedEx	44.45
USPS.COM CLICKNSHIP	CLK: Passports	24.15
MACEO	CD: Membership	75.00
SP PLUS CORP PARKING	PD: Operating Expense	130.00
APPLE.COM/BILL	LIB: Computer Software Licensing	0.99
MACEO	CD: Training	20.00
MACEO	CD: Membership	75.00
AMAZON.COM TK0X750X0	PD: Operating Expense	77.55
AMAZON WEB SERVICES	W&S: Hosting Fee	0.15
BIG TOMMYS PARTHENON	PD: Accreditation	123.50
FREEP.COM	MGR: Subscription	14.99
SHELL OIL 57445534605	PD: Gas	25.00
WWW.VOLGISTICS.COM	IS: Man - Volunteer Software	214.00
AMZN MKTP US ZT7IS9P83	CR: supplies	46.55
STORY BLOCKSAUDIO	CR: Video	15.00
SP AUNT FLOW	LIB: Operating Supplies	560.00
KEEPERSECURITY.COM	IS: Software	225.00
EVENTBRITE.COM ORG FEE	CR: eventbrite	79.00

GRAND TOTAL

\$ 4,396,364.91

GENERAL FUND	101	1,077,632.70
MAJOR STREET FUND	202	19,092.38
LOCAL STREET FUND	203	57,325.92
MUNICIPAL STREET FUND	204	4,904.76
PARKS, REC & CULTURAL SVCS FUND	208	115,594.22
DRAIN FUND	211	637,542.08
TREE FUND	213	27,005.51
RUBBISH COLLECTION FUND	226	176,913.25
FORFEITURE FUND	262	414.00
LIBRARY FUND	271	55,076.09
LIBRARY CONTRIBUTION FUND	272	6,815.48
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	8,265.63
STREET LIGHTING 204109 - WEST OAKS ST	281	428.78
STREET LIGHTING 204 81 - WEST LAKE DRIVE	286	263.11
STREET LIGHTING 204108 - TOWN CENTER ST	287	1,747.49
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	265,221.21
PEG CABLE - CAPITAL FUND	463	57,814.74
SENIOR HOUSING FUND	574	108.46
WATER AND SEWER FUND	592	1,595,885.23
SELF INSURANCE - HEALTH CARE FUND	677	14,960.00
AGENCY FUND	701	220,154.89
CURRENT TAX COLLECTION FUND	703	19,867.01
MI HIDTA	725	33,331.97

GRAND TOTAL

\$ 4,396,364.91